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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 3, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on October 27, 2009

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Pancreatic Cancer Awareness Month
 - Diabetes Awareness Month
 - Nurse Practitioner Week
 - National Hospice/Palliative Care Month
 - Kansas Best Day
- Awards:
 - Service Award, Paul Karpinski
 - 2009 Capacity Development Achievement Award

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Mark S. Gietzen - Damages to home during bridge reconstruction, 2000.
- 1a. Bob Knight - Damaged to Mr. Gietzen's home.
2. Gareth Wiebe - Problems with the Wichita Transit security officer.
3. Jerry Dowdy - Requesting a grant loan to purchase Joyland.

4. Bob Weeks - Wichita Downtown Development Corporation and City of Wichita refuse to follow Kansas Open Records Act.
-

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Revisions to Storm Water Pollution Prevention Ordinance.

RECOMMENDED ACTION: Approve the ordinance on second reading.

III. NEW COUNCIL BUSINESS

1. Quarterly Financial Report for the Quarter ending September 30, 2009.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended September 30, 2009.

2. Neighborhood Facade Program.

RECOMMENDED ACTION: Approve the Neighborhood Facade Program guidelines.

3. East Bank River Corridor Improvements, north of Douglas. (District VI)

RECOMMENDED ACTION: Approve the budget increase, approve the amending resolution, and authorize the necessary signatures.

4. Lincoln Street Bridge at Armour. (District II)

RECOMMENDED ACTION: Approve the project, place the amending ordinance on first reading, and authorize the necessary signatures.

5. FY2010 Weed and Seed Program Application. (District VI)

RECOMMENDED ACTION: Support Partners in Wichita Incorporated in their application for FY2010 Weed and Seed funding.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. ZON2009-00026 - City zone change from SF-Single-family Residential ("SF-5") to LC Limited Commercial ("LC") with a Protective Overlay ("PO"); generally located east of Seneca Street on the south side of 53rd Street North. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC; approve the zone change subject to the provisions of Protective Overlay #236; place the ordinance establishing the zone change on first reading; OR 2) Return the application to the MAPC for reconsideration.

2. CON2009-00024 – Conditional Use for wrecking/salvage yard, on property zoned LI Limited Industrial ("LI"); generally located between 10th and 11th Streets North, on the west side of Mead Avenue. (District VI)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (requires a 3/4 majority vote to overturn the protest); OR 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); OR 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

V. CONSENT PLANNING AGENDA

1. *SUB 2009-58 -- Plat of Hobbs Village Addition located west of Hydraulic, north of 47th Street South. (District III)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

1. 2009 Capital Fund Stimulus Grant Procurement.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 19A)

1. Report of Board of Bids and Contracts dated November 2, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>New</u>	<u>2009</u>	
Robert Floyd	Rock Road Gift Shop Inc. dba Patricia's	3526 North Rock Road Suite 200& 300

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Stephen Diehl	Dillons #90	1607 South Georgetown
<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
J. Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	11747 East Kellogg Drive
J. Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	1708 East Pawnee
J. Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	2181 North Rock Road
<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Thu D Irfan	Dao Variety Store	1601 East Central

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

a. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.

a. Turkey Trot. (District VI)

RECOMMENDED ACTION: Approve street closure.

6. Agreements/Contracts:

- a. Connecting Link Agreement for State and Federal Highways.
- b. Access to Jobs Vendor Agreement with the Mental Health Association.
- c. Access to Jobs Vendor Agreement with the Cerebral Palsy Research Foundation of Kansas ,Inc.
- d. Aquifer Storage and Recovery Phase II, Recharge Wells - Supplemental Agreement No. 4.
- e. Aquifer Storage and Recovery Phase II- City of Bentley Spur Line Tie-In.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Traffic Signalization at 21st and Greenleaf. (District II)
- b. West Street Improvement, between Maple and Central. (Districts IV and VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 12601 East Harry together with 1616 South 125th Street for the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

District VI Advisory Board, September 16, 2009
Wichita Public Library, September, 2009
District Advisory Board, August 3, 2009
District Advisory Board, September 14, 2009
Joint Investment Committee, August 6, 2009
Joint Investment Committee, September 3, 2009

RECOMMENDED ACTION: Receive and file.

10. Budget Adjustment for Stationery Stores.

RECOMMENDED ACTION: Approve budget adjustments for the purchase and operation of the new mail machine system.

11. Abatement of Dangerous and Unsafe Structures. (Districts I, III and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

12. Grant Award for Clean Diesel Fleet Equipment.

RECOMMENDED ACTION: Accept the grant award, approve the project, place the ordinance on first reading, and authorize the necessary signatures.

13. Drug Enforcement Agency - High Intensity Drug Trafficking Area Task Force.

RECOMMENDED ACTION: Approve the Memorandum of Understanding.

14. Automated Meter Reading Program.

RECOMMENDED ACTION: Approve the project; authorize the expenditure; adopt the Resolution; and authorize the necessary signatures.

15. Grant Application - Homeless Assistance Programs.

RECOMMENDED ACTION: Approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents and authorize signature on the letter of support for the Continuum of Care Application.

16. Internet Crimes Against Children (ICAC) Grant and Interlocal Agreement.

RECOMMENDED ACTION: Approve the Internet Crimes Against Children (ICAC) Grant in the amount of \$121,760 and the Interlocal Agreement between the City of Wichita and Sedgwick County and authorize the necessary signatures.

17. 2009 Bulletproof Vest Partnership Grant.

RECOMMENDED ACTION: Approve the receipt of grant funds in the amount of \$6,277.15 from the Department of Justice 2009 Bulletproof Vest Partnership.

18. 2010-2011 Kansas Impaired Driving Deterrence Program.

RECOMMENDED ACTION: Review and ratify the grant application.

19. Second Reading Ordinances: (First Read October 27, 2009)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council Members

SUBJECT: Revisions to Storm Water Pollution Prevention Ordinance (Citywide)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business for 2nd Reading of Ordinance

Recommendation: Approve the Ordinance revision.

Background: The first reading of the Storm Water Management and Pollution Prevention Ordinance was heard on September 15, 2009. Since the first reading, staff has reviewed public comments and has held meetings in September and October with business and development groups to resolve as many of their concerns as possible. On October 27, staff presented changes to the first reading ordinance in City Council Workshop and reviewed the changes, in detail. The changes that are proposed in the revised ordinance address many of the concerns identified in the first reading and during the time since.

Analysis: Since the Workshop staff has finalized the ordinance and have made a few minor changes working through stakeholders and the City Law Department. The changes include the following:

1. Revise the Storm Water Quality requirements for new development and redevelopment to include the grandfathering of building permit applications and approved permits submitted between October 5, 2000 and July 1, 2010.
2. A party aggrieved by the decision of the Public Works Director and the Storm Water Appeals Board may submit notice to the City Clerk's Office for a hearing with City Council to affirm, modify, or reverse the prior decisions.

At the time of this writing, staff plan to have a final meeting with the commercial development stakeholders, however no major changes to the ordinance are expected as a result of the meeting. The outcome of the meeting will be part of the 2nd Reading presentation at City Council.

Financial Considerations: The ordinance revisions will result in some increased development and construction costs to the City of Wichita and the private sector. However staff feels that through proper site planning these increased costs can be minimized by incorporating the post-construction BMPs with existing landscaping requirements and using alternative designs that reduce areas of imperviousness.

Goal Impact: The ordinances received will help in providing a safe and secure community by ensuring our community's stormwater and flood plain development standards will prevent existing structures from being more susceptible to damage and reduce runoff pollutants to our creeks and rivers.

Legal Considerations: The Law Department has approved the ordinance as to form and content.

Recommendations/Actions: Approve the ordinance on the 2nd reading.

Attachments: Ordinance revision.

ORDINANCE NO. ____

AN ORDINANCE PERTAINING TO THE STORM WATER MANAGEMENT AND POLLUTION PREVENTION CODE OF THE CITY OF WICHITA, KANSAS; AMENDING SECTIONS 16.32.010, 16.32.080, 16.32.100, 16.32.110, 16.32.120, AND 16.32.130; CREATING NEW SECTIONS 16.32.091, 16.32.092, 16.32.093, 16.32.094, 16.32.095, 16.32.096, 16.32.097, AND 16.32.098; AND REPEALING THE ORIGINALS OF SECTIONS 16.32.010, 16.32.080, 16.32.100, 16.32.110, 16.32.120, and 16.32.130.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.32.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16.32.010. General provisions.

A. Purposes. The purpose and objective of this chapter are as follows:

1. To maintain and improve the quality of surface water and groundwater within the city;
2. To prevent the discharge of contaminated storm water runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;
3. To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;
4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;
5. To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;
6. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for storm water discharges.
7. To regulate the management of storm water for purposes of public safety, welfare and quality of life;
8. To manage and maintain local floodplains;
9. To maintain and improve the quality of surface waters within the city;

10. To facilitate compliance with city standards and permits by owners of developed, redeveloped and undeveloped properties within the city;
 11. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for storm water discharges.
- B. Administration. Except as otherwise provided herein, the director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.
- C. Authority. The director may develop additional policies, criteria, specifications and standards in a Storm Water Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Storm Water Manual and/or other policy, plans or guidance documents may be implemented and amended by the director and shall be enforceable, consistent with the provisions contained in this chapter. A public meeting shall be held bi-annually to allow public comment on this chapter and the Storm Water Manual

In the event that a violation of any provision of this chapter has occurred, or that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the city may issue a Notice of Violation to the permittee, plan holder or property owner and/or any other person or entity having responsibility for the property or properties where the violation occurred under the provisions of subsection .100 B. of this chapter.

In the spirit of the purposes defined above for this chapter and in the administration of these requirements, the Director may consider the cost-effectiveness of storm water management controls provided that such controls meet the water quality, channel erosion protection and flood protection requirements of this chapter or are waived or exempted in accordance with the criteria defined in this chapter.

- D. Regulatory or legal conflicts. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations, except as specifically noted in this chapter. However, where the provisions of this ordinance and another regulation conflict or overlap, that provision which is more restrictive or imposes higher standards or requirements shall prevail.
- E. Abbreviations. The following abbreviations when used in this chapter shall have the designated meanings:
- | | | |
|-------|---|--------------------------------------|
| BMP | - | Best Management Practices |
| CFR | - | Code of Federal Regulations |
| CLOMR | - | Conditional Letter of Map Revision |
| EPA | - | U.S. Environmental Protection Agency |
| FEMA | - | Federal Emergency Management Agency |

HHW	-	Hazardous Household Waste
KAR	-	Kansas Administrative Regulations
KSA	-	Kansas Statutes Annotated
LOMR	-	Letter of Map Revision
mg/l	-	Milligrams per liter
MS4	-	Municipal Separate Storm Sewer System
NOI	-	Notice of Intent
NOT	-	Notice of Termination
NPDES	-	National Pollutant Discharge Elimination System
OCI	-	Office of Central Inspection
PST	-	Petroleum Storage Tank
SWP3	-	Storm Water Pollution Prevention Plan
TMDL	-	Total Maximum Daily Load
USC	-	United States Code

F. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

1. "As-built plan" means a drawing showing the actual state of permanent storm water facilities as installed.
2. "Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.
3. "Best management practices (BMP)" means schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4 and includes both temporary measures used during construction and permanent measures that are constructed in accordance with the provisions of this ordinance. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches, or ponds.
4. "City" means the City of Wichita.
5. "Commencement of construction" means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.
6. "Commercial" means pertaining to any business, trade, industry or other activity engaged in for profit.
7. "Construction general permit" refers to the *Kansas General Permit for Storm water Discharges from Construction Sites*.

8. "Contractor" means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.
9. "Development" or "new development" means undisturbed property where improvements are planned or intended that will result in land disturbance activities or impervious areas either during or after construction.
10. "Director" means the person appointed to the position of public works director by the city manager of the city, or his/her duly authorized representative. Authorized representatives can include, but are not limited to, the City Engineer, the Storm Water Engineer, and others, as so authorized.
11. "Discharge" means any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.
12. "Discharger" means any person who causes, allows, permits, or is otherwise responsible for a discharge, including without limitation any owner of a construction site or industrial facility.
13. "Domestic sewage" means human excrement, gray water (From home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveyances of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.
14. "Drainage plan" refers to the detailed water quantity and quality calculations and plan that are required for final plat approval or for issuance of a building permit.
15. "Earthwork" means the disturbance of soils on a site associated with clearing, grading, or excavation activities.
16. "Environmental Protection Agency (EPA)" means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.
17. "Extremely hazardous substance" means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.
18. "Facility" means any building, structure, installation, process, or activity from which there is or may be discharge of a pollutant.
19. "Fertilizer" means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used

primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

20. "Final stabilization" means the status when all soil disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions, or geotextiles).
21. "Fire protection water" means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.
22. "Garbage" means putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.
23. "Harmful quantity" means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.
24. "Hazardous household waste (HHW)" means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.
25. "Hazardous substance" means any substance listed in Table 302.4 of 40 CFR Part 302.
26. "Hazardous waste" means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.
27. "Hazardous waste treatment, disposal, and recovery facility" means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.
28. "Impervious area" or "impervious cover" means the number of square feet of hard surface areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and compacted dirt or graveled areas.

29. "Individual building sites" means and includes sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.
30. Industrial General Permit. See "Kansas General Permit for Storm water Discharges Associated with Industrial Activity."
31. "Industrial waste" means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.
32. "Industry" means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES storm water discharge permits due to their Standard Industrial Classification or narrative description; and (d) industrial facilities that the director determines are contributing a substantial pollutant loading to the MS4, which are sources of storm water discharges associated with industrial activity.
33. "Kansas General Permit for Storm water Discharges Associated with Industrial Activity (or industrial general permit)" means the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.
34. "Kansas General Permit for Storm water Discharges from Construction Sites (or construction general permit)" means the construction general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.
35. "Landfill" means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.
36. "Municipal separate storm sewer system (MS4)" means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage.
37. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.
38. "NPDES permit" means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of

- storm water pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis
39. "Nonpoint source" means the source of any discharge of a pollutant that is not a point source.
 40. "Notice of intent (NOI)" means the notice of intent that is required by either the industrial general permit or the construction general permit.
 41. "Notice of termination (NOT)" means the notice of termination that is required by either the industrial general permit or the construction general permit.
 42. "Notice of violation" means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.
 43. "OCI" means office of central inspection and includes its superintendent and his or her authorized representatives.
 44. "Off-line storm water management facility" means a storm water management facility that receives storm water runoff only from the property upon which it is located, and receives no storm water runoff from other adjacent or upstream properties. Off-line storm water management facilities should not be confused with off-line storm water treatment, which is defined and described in detail in the Storm Water Manual.
 45. "Oil" means any kind of oil in any form, including, but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.
 46. "On-line storm water management facility" means a storm water management facility that receives storm water runoff from the property upon which it is located, and which also receives storm water runoff from other upstream properties. On-line storm water management facilities should not be confused with on-line storm water treatment, which is defined and described in detail in the Storm Water Manual.
 47. "Outfall" or "storm water outfall" means the terminus of the storm water system for a development or redevelopment where the storm water runoff is released into a larger public or private storm water management system, or into a stream, waters of the United States or other water body.
 48. "Owner" means the person who owns a facility, part of a facility, or land.
 49. "Person" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, government entity, or any other legal entity; or their legal

representatives, agents, or assigns, including all federal, state, and local government entities.

50. "Pesticide" means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.
51. "Petroleum product" means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.
52. "Petroleum storage tank (PST)" means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.
53. "Point source" means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.
54. "Pollutant" means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water and/or any substance, debris, matter that may be carried downstream by storm water runoff, and/or any substance or matter that may be dissolved in storm water runoff.
55. "Pollution" means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
56. "Qualified personnel" means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.
57. "Redevelopment" or "redevelopment site" means a change to previously existing improved property, including but not limited to the demolition or building structures, filling, grading, paving, or excavating.

58. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.
59. "Reportable quantity (RQ)" means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.
60. "Rubbish" means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including grass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).
61. "Sanitary sewer" means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).
62. "Septic tank waste" means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
63. "Service station" means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.
64. "Sewage", means the domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.
65. "Site" means the land or water area where development or redevelopment is physically located or being conducted, including lands adjacent to the development that is not subject to land disturbing activities but that is used as a staging area or for other uses in connection with the new development or redevelopment.
66. "Solid waste" means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.

67. "Special flood hazard area" means an area having special flood hazards and shown on a Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).
68. "State" means the state of Kansas.
69. "Storm water" means storm water runoff, snow melt runoff, and surface runoff and drainage.
70. "Storm Water Appeals Board" refers to Board identified in the latest version of chapter 16.30.070 of city code.
71. "Storm water discharge associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.
72. "Storm water management facility" or "storm water control" means any structure or installation used to manage storm water quality, flow rate, or volume.
73. "Storm Water Manual" refers to the latest version, as amended, of the document on file with the Director of Public Works entitled *city of Wichita/Sedgwick County Storm Water Manual*.
74. "Storm water pollution prevention plan (SWP3)." Means a plan required by an NPDES storm water permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity.
75. "Subdivision development" means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.
76. "Ten-percent (10%) point" or "10% point" means the location on a stream where the drainage area that is controlled by a storm water management facility comprises ten-percent (10%) of the total drainage area at that location. Stated differently, the 10% point is the location in the storm water system downstream from a new development or redevelopment where the total area draining to that location equals ten (10) times the drainage area of the new development or redevelopment site. It is important to note that multiple 10% points may be identified for a single new development or redevelopment site, if the site discharges to multiple, separate streams, waters of the U.S. or other bodies of water.

77. "Undisturbed property" means real property which has not been altered from its natural condition so that the entrance of water into the soil mantle is prevented or retarded through changes to the topography or soils.
78. "Used oil (or used motor oil)" means any oil that has been refined from crude oil a synthetic oil that, as a result of use, storage, or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.
79. "Water of the state (or water)" means any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.
80. "Water quality standard" means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.
81. "Waters of the United States" means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any water within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.
82. "Watershed" means the cumulative area that drains to a common point.
83. "Watershed plan" means an engineering and planning study for the drainage system and/or land areas of a watershed that may include a plan for storm water management in the watershed. Watershed plans can include, but are not limited to, the analysis of flooding problems, water quality problems, potential storm water capital improvements, land use patterns, and regulatory issues for existing and potential future land use conditions and address solutions to these problems.

84. "Wetland" means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

85. "Yard waste" means leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

SECTION 2. Section 16.32.080 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16.32.080. Compliance monitoring.

- A. Right of Entry. The Director, OCI, Environmental Services, or their authorized representatives, shall have the right to enter the premises of any person discharging storm water to the municipal separate storm sewer system (MS4) or to waters of the United States at any reasonable time to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement. Dischargers shall allow the inspectors ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties.
- B. Records. Subject to the requirements of subsection A, dischargers shall make available, upon request, any SWP3's, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notice of intent, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.
- C. Sampling. The Director shall have the right to set up on the discharger's property such devices that are necessary to conduct sampling of storm water discharges.

SECTION 3. Section 16.32.091 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 16.32.091. Water Quality Management Standards for New Developments

- A. Applicability. Water quality treatment and downstream channel protection shall be required of owners of new developments that will result in impervious cover of twenty-two thousand five hundred (22,500) square feet or greater, including new developments that will result in impervious cover less than

- twenty-two thousand five hundred (22,500) square feet that are part of a larger common plan of development or sale that results in twenty-two thousand five hundred (22,500) square feet or greater of impervious cover.
- B. Grandfathering, exemption or waiver from 16.32.091 shall not be construed as exempting the owner of properties where exempted activities are undertaken from making onsite drainage improvements that may be required in accordance with building and construction codes, nor from inspecting and maintaining any privately owned storm water management facilities and systems, nor from providing adequate storm water control measures to protect adjoining property owners and the public right-of-way from storm water discharges
 - C. Grandfathering. All subdivision plats recorded after October 5, 2000 but before July 1, 2010 and for properties where building permits have been issued prior to July 1, 2010 are exempt from the requirements of 16.32.091.
 - D. Water Quality Treatment Standard. Storm water runoff from the new development must be treated for water quality prior to discharge from the development site in accordance with the storm water treatment standards and criteria provided in the Storm Water Manual.
 - E. Downstream Channel Erosion Protection Standard. Downstream long-term channel protection shall be provided in one of the following ways:
 - 1. the runoff volume from the 1-year frequency, 24-hour storm event shall be detained for not less than 24 hours; or
 - 2. the volume difference between the pre-development and post-development runoff for the 1-year frequency, 24-hour storm event must be infiltrated, reused or evaporated.

SECTION 4. Section 16.32.092 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 16.32.092. Water Quality Management Standards for Redevelopments

- A. Applicability.
 - a. Water quality treatment and downstream channel protection shall be required for:
 - 1. redevelopment that will add twenty-two thousand five hundred (22,500) square feet or greater of impervious cover, including redevelopment that will add impervious cover less than twenty-two thousand five hundred (22,500) square feet that are part of a larger common plan of development or sale that adds twenty-two thousand five hundred (22,500) square feet or greater of impervious cover;

2. redevelopment that will create, add or replace five (5) acres or more of existing impervious cover.
- b. Ordinary maintenance activities, remodeling of buildings on the existing foundation, resurfacing (milling and overlay) of existing paved areas, and exterior changes or improvements that do not meet section 16.32.092.a are exempt from this requirement.
- B. Grandfathering. All subdivision plats recorded after October 5, 2000 but before July 1, 2010 and for properties where building permits have been issued prior to July 1, 2010 are exempt from the requirements of 16.32.092.
- C. Water Quality Treatment Standard. Owners of applicable redevelopments must adhere to one of the following requirements. All requirements are subject to the prior approval of the Director.
 1. The total impervious cover of the property after redevelopment shall be reduced by at least twenty-percent (20%) from the total impervious cover of the property prior to the proposed redevelopment.
 2. Storm water runoff from at least thirty percent (30%) of the site's existing impervious cover and for one-hundred percent (100%) of any new impervious cover that will result from the proposed redevelopment shall be controlled in accordance with the following requirements:
 - i. Storm water runoff must be treated for water quality prior to discharge from the redevelopment site in accordance with the storm water treatment standards and criteria provided in the Storm Water Manual.
 - ii. Downstream long-term channel erosion protection shall be provided in one of the following ways:
 1. the runoff volume from the 1-year frequency, 24-hour storm event shall be detained for not less than 24 hours; or,
 2. the volume difference between the pre-development and post-development runoff for the 1-year frequency, 24-hour storm event must be infiltrated, reused or evaporated.
 3. The owner shall provide storm water controls at an alternative location in the same watershed as the proposed redevelopment. The level of storm water control provided shall be equivalent to what would have been provided at the proposed redevelopment for either requirement 1 or 2 above, at a minimum.
 4. In agreement and partnership with the City of Wichita, the owner shall provide engineering design and/or construction activities to address one or more known downstream water quality or channel erosion issues located within the same watershed as the proposed redevelopment, through stream restoration and/or other off-site remedies approved by the Director.

5. The owner shall pay a fee in-lieu-of water quality control and channel protection control, in an amount to be determined by the city in accordance with the in-lieu-of fee schedule as adopted by the City Council of the City of Wichita per the watershed plan which covers the redevelopment.
6. Any combination of (1) through (5) above may be acceptable to the City of Wichita.

SECTION 5. Section 16.32.093 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.093. Storm Water Quantity Management Standards for New Developments and Redevelopments

- A. Applicability. Storm water runoff peak discharge analysis and control shall be required of owners of new developments that will result in one (1) acre or greater of impervious cover and of owners of redevelopments that will result in one (1) acre or greater of impervious cover.
- B. Peak Discharge Control Design Standard. The calculated peak discharge of storm water runoff at each site storm water outfall resulting from the 2-year, 5-year, 10-year, 25-year and 100-year return frequency, 24-hour duration storm events shall be no greater after development or redevelopment of the site than that which would result from the same 2-year, 5-year, 10-year, 25-year and 100-year return frequency, 24-hour duration storm events on the same site prior to development or redevelopment.
- C. Sites with Off-Line Storm Water Management Facilities. A downstream hydrologic analysis to determine if the new development or redevelopment causes an increase in peak discharges and velocities compared to pre-development peak discharges and velocities for the same site shall be performed for the 2-year, 5-year, 10-year, 25-year and 100-year return frequency, 24-hour duration storm events. Peak discharges and velocities shall be evaluated at the location(s) of the storm water outfall(s) from the new development or redevelopment and at each downstream tributary junction, bridge, culvert, weir or dam to the next junction, bridge, culvert, weir or dam (whichever is encountered first) beyond the ten-percent (10%) point(s). If increases in the peak discharge or velocity are identified at any point in the analysis area as defined in this paragraph, the storm water management facilities at the new development or redevelopment shall be re-designed to eliminate such peak discharge and velocity increases.
- D. Sites with On-Line Storm Water Management Facilities. A downstream hydrologic analysis to determine if the new development or redevelopment causes an increase in peak discharges and velocities as compared to pre-

development peak discharges and velocities for the same site shall be performed for the 2-year, 5-year, 10-year, 25-year and 100-year return frequency, 24-hour duration storm events. Peak discharges and velocities shall be evaluated at the location(s) of the storm water outfall(s) from the new development or redevelopment and at each downstream tributary junction, bridge, culvert, weir or dam to the ten-percent (10%) point(s), or to the point(s) where the peak discharge and velocity are no longer increased, whichever is further downstream. If increases in the peak discharge or velocity are identified at any point in the analysis area as defined in this paragraph, the storm water management facilities at the new development or redevelopment shall be re-designed to eliminate such peak discharge and velocity increases.

SECTION 6. Section 16.32.094 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.094. Other Storm Water Management Requirements

- A. Applicability. Section 16.32.094 is applicable to new developments that are required to comply with section 16.32.091 or section 16.32.092 and/or section 16.32.093.
- B. Alternative Standards for Individual Watersheds. Alternative storm water management standards, either lesser or greater than those specified in this chapter, may be required in those areas or watersheds where water quality, flooding or erosion problems are known to exist, or in individual watersheds where a watershed plan or storm water master plan, approved by the City Council of the City of Wichita, specifies such alternative standards.
- C. Other Requirements for Storm Water Discharges.
 - 1. Storm water runoff shall not be discharged from the new development or redevelopment in an erosive manner, as defined in the Storm Water Manual, during construction or after construction is complete.
 - 2. Any discharge of storm water runoff to groundwater must meet all applicable local, State and Federal requirements, permits, plans and programs. The applicant is responsible for complying with all local State and Federal permits that are applicable to the site.
- D. Requirement to Stabilize Banks. Banks of all streams, channels, ditches and other earthen storm water conveyances shall be left in a stabilized condition upon completion of the new development or redevelopment. No actively eroding, bare or unstable vertical banks shall remain after completion of construction. Placement of riprap and other hard armor as the sole bank protection method on streams is only allowed when vegetative bank stabilization alternatives are not physically feasible.

- E. Requirement to Use the Storm Water Manual. All storm water facilities and systems, including those designed and constructed for water quality treatment, channel protection, and peak discharge control shall be designed, constructed and maintained in accordance with the criteria, standards, and specifications presented in this chapter and in the Storm Water Manual. The standards for water quality treatment, downstream channel protection and peak discharge analysis and control shall be achieved through the use of one or more storm water quality management facilities that are designed and constructed in accordance with the design criteria, guidance, and specifications provided in the Storm Water Manual. Methods, designs or technologies for storm water quality management facilities that are not provided in the Storm Water Manual may be submitted for approval by the city if it is proven that such methods, designs or technologies will meet or exceed the storm water treatment standards set forth in the Storm Water Manual and this ordinance. Proof of such methods, designs, or technologies must meet the minimum testing criteria set forth in the Storm Water Manual.
- F. Storm Water Facilities on Public Property. Storm water management facilities shall not be installed within public rights-of-way or on public property unless a permit has been issued by the city engineer.
- G. Access Easement Required. In order to provide access to storm water and/or water quality volume reduction areas by inspection and maintenance personnel, vehicles and equipment, the property owner(s) shall provide an access and maintenance easement in accordance with the requirements and policies presented in the Storm Water Manual.

SECTION 7. Section 16.32.095 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.095. Waivers and Exemptions from Storm Water Management Standards for New Developments

- A. Exemptions. Owners of properties where the following activities are undertaken are exempt from the requirements of sections 16.32.091, 16.32.092, 16.32.093 and 16.32.094 of this chapter.
 - 1. Minor land disturbing activities at individual locations, such as gardening, building or grounds maintenance and landscaping, provided that the activity does not result in equal to or greater than one (1) acre of disturbed land;
 - 2. Individual utility service connections, unless such activity is carried-out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by regulation;

3. Installation, maintenance or repair of individual septic tank lines or drainage fields, unless such activity is carried out in conjunction with the clearing, grading, excavating, transporting, or filling of a lot or lots for which a grading permit would otherwise be required by the regulation;
 4. Installation of posts or poles;
 5. Farming activities;
 6. Unplanned emergency work and emergency repairs necessary to protect life or property.
- B. Waivers. All or some of the storm water management standards required in section 16.32.091 or 16.32.092 and/or 16.32.093 of this chapter may be waived by the Director under the following circumstances:
1. the storm water management standard being considered for waiver is provided by an existing storm water management facility that is located downstream; or,
 2. engineering studies determine that installing a storm water management facility in order to meet the storm water management standard being considered for waiver will cause adverse impact to water quality, or cause increased channel erosion, or downstream flooding; or,
 3. the proposed new development or redevelopment will have regional storm water management facilities provided in accordance with an existing watershed plan that is approved by the city. If a waiver is received for this reason, the owner of the new development or redevelopment will be required to pay a fee in-lieu-of water quality control, channel protection control and peak discharge control, in an amount to be determined by the city in accordance with an adopted in-lieu-of fee schedule as adopted by the City Council of the City of Wichita per the watershed plan which covers the new development or redevelopment, or,
 4. the technical criterion required to waive the standard, as presented in this subsection, is met.
 - i. Technical Criteria for Waiver of the Water Quality Treatment Standard. The requirements for water quality treatment may be waived if it is determined that the pollutants of concern from the new development or redevelopment are not those identified in the Storm Water Manual and would be best treated using an alternative approach than that defined by the Storm Water Manual.
 - ii. Technical Criteria for Waiver of the Downstream Channel Erosion Protection Standard. The requirement for downstream channel protection may be waived if engineering studies determine that the storm water conveyance channels located downstream of the new

development or redevelopment are capable for resisting long-term erosion.

iii. Technical Criteria for Waiver of the Peak Discharge Control Standard. The requirement for peak discharge control may be waived if it is demonstrated that:

1. the new development or redevelopment does not cause an increase in peak discharges from pre-developed conditions for the required storm events; or,
2. increased peak discharges are adequately handled by the existing downstream channel without adverse impacts as defined in the Storm Water Manual.

3. A waiver for any of these cases is subject to satisfaction of the following requirements, which shall be shown in drainage plans submitted for the new development or redevelopment:

- i. the adequacy of downstream or shared off-site storm water management facilities shall be determined by engineering studies having sufficient hydrologic and hydraulic analysis that shows that a downstream facility or channel will offer equivalent protection from downstream flooding and erosion for all potentially affected downstream property owners as that required by this chapter;
- ii. the applicant obtains any necessary CLOMR prior to construction, and a LOMR upon completion of construction; and,
- iii. the applicant obtains all State and Federal permits that may be applicable to the site.

C. Process for Requesting Waivers. A waiver for compliance with any of the storm water management standards must be requested of the Director in writing at the time of, or prior to, the submittal of storm water design information for the new development or redevelopment. The Director will notify the person(s) requesting the waiver in writing at the time of, or prior to, approval or denial of the storm water design information.

D. Engineering Study Required. In the event that a waiver from storm water management control requirements is requested, the adequacy of downstream or shared off-site storm water management facilities to control storm water runoff shall be determined, reviewed and approved by an engineering study that is performed in accordance with the calculation methods presented in the Storm Water Manual. The engineering studies shall be performed at the expense of the owner(s) of the proposed new development or redevelopment, unless a study has already been or is being performed by the city as part of a watershed plan or other land use plan.

SECTION 8. Section 16.32.096 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.096. General Requirements for Storm Water Design Plans

- A. Storm water design information shall be submitted as part of the preliminary plat, final plat and construction plans, in accordance with the site development process established by the city.
- B. A building permit shall not be issued for the land development activity until the required storm water design information and corresponding plans are approved by the city.
- C. At a minimum, the storm water design information submitted at each stage of the city development process shall include the specific required elements that are listed and/or described in the Storm Water Manual, and shall be prepared in accordance with the policies and guidance provided in the Storm Water Manual. Additional storm water design information may be required as necessary to allow an adequate review of the existing or proposed site conditions.
- D. The submittal of storm water design information shall be subject to the requirements set forth in the minimum subdivision regulations, zoning ordinance, or other city regulations.
- E. The boundaries and elevations of the floodplain and floodway shall be depicted on storm water design plans using site specific topography.
- F. All hydrologic and hydraulic computations used in the design of storm water management facilities must be performed using the calculation methods presented in the Storm Water Manual unless equivalent methods are pre-approved by the city.
- G. Storm water design information shall be prepared under the supervision of and stamped by a professional engineer licensed to practice in the State of Kansas.
- H. The portions of the new development or redevelopment on which storm water management facilities and systems are located shall be shown on the preliminary and final plats for all residential subdivisions and recorded with the plat as permanent reserves or easements consistent with the policies stated in the Storm Water Manual. Non-residential plats and/or subdivisions having a total area less than or equal to fifteen (15) acres, unless waived by the Director, shall be required to demonstrate the viability of proposed storm water management facilities and systems but will be allowed to provide contingent dedications of any facilities, reserves and/or easements.
- I. Conformity to the Approved Plans.

1. Grading designs shown on approved master grading plans and the design of storm water facilities and controls shown on approved design plans shall be adhered to during grading and construction activities. Under no circumstance is the owner or operator of land development activities allowed to deviate from the approved plans without prior approval of a plan amendment by the city.
 2. Grading and storm water design plans shall be amended to meet all local ordinances and standards if the proposed site conditions change after plan approval is obtained, or if it is determined by the city during the course of grading or construction that the approved plan is inadequate.
- J. Duty to Provide an Operations and Maintenance Plan.
1. An Operations and Maintenance Plan shall be included with the storm water design information submitted with the construction plan. The Operations and Maintenance Plan shall include the required operation and maintenance provisions for each storm water management facility and water quality volume reduction area that is serving, or will serve, the development or redevelopment. The Operations and Maintenance Plan shall include all of the required elements that are listed and/or described in the Storm Water Manual, and shall be prepared in accordance with the policies and guidance provided in the Storm Water Manual.
 2. The Operations and Maintenance Plan shall include an estimate of the cost of future maintenance, prepared in accordance with the guidance provided in the Storm Water Manual.
 3. The Operations and Maintenance Plan shall specify the minimum inspection and maintenance requirements to be performed at necessary intervals by the property owner(s) as specified in the Storm Water Manual.
 4. The Operations and Maintenance Plan shall include an executed legal document entitled "Restrictive Covenants for Storm Water Facilities" (Covenants). The property owner shall record the Covenants with the deed for the property. The location of the storm water management facility(s) and water quality volume reduction areas, the recorded location of the Covenants document, and inspection and maintenance guidance outlining the property owner's responsibility shall be shown on a plat that is recorded for the property
- K. Duty to Provide Storm Water Construction Information on As-Built Drawings.
1. Prior to the release of the performance bond, complete As-Built Drawings shall be provided to the Director, and shall include sufficient design information to show that the storm water facilities will operate as designed under the approved drainage plan.
 2. The As-Built Drawings shall include the required elements that are listed and/or described in the Storm Water Manual, and shall be prepared in accordance with the policies and guidance provided in the Storm Water Manual.

3. The As-Built Drawings shall be prepared and stamped by a professional engineer licensed to practice in the State of Kansas.

SECTION 9. Section 16.32.097 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.097. Maintenance and Inspection of Storm Water Drainage Paths and Controls.

- A. Duty to Inspect and Maintain Storm Water Systems and Controls. Property owners shall at all times properly maintain and shall at intervals in accordance with the Operations and Maintenance Plan inspect all storm water facilities, systems, conveyances, pipes, channels, ditches, swales, inlets, catchbasins, water quality volume credit areas, and other facilities and systems of storm water treatment and control (and related appurtenances) so that they operate at their full function and not cause soil erosion on properties located downstream. Maintenance and inspection of privately-owned storm water management facilities, systems, conveyances, pipes, channels, ditches, swales, inlets, catchbasins, water quality volume credit areas, and other facilities and systems of storm water treatment and control (and related appurtenances) shall be performed at the expense of the owner(s) of such facilities.
- B. Duty to provide inspection reports. After construction of each BMP on the property is complete, property owners shall provide to the Director on a bi-annual basis a completed and signed copy of the inspection report for each BMP that is included with the Operations and Maintenance Plan for the property. The inspection report is due every two years no later than the date (month and day) of approval of the as-built plan for the property.
- C. Duty to Preserve Approved Grading Designs. Re-grading an individual lot or lots, or portions of a lot or lots, in a manner that is not accordance the approved master grading plan, such that the direction(s) of storm water runoff is altered from the direction that would occur under the approved master grading plan, shall be considered a violation of this chapter.
- D. Duty to Preserve Existing Drainage Paths. Blockage of a channel, ditch, stream or any other drainage path or storm water system appurtenance that is located in a storm water easement or drainage easement shall be considered a violation of this chapter.
- E. Pollutant Removal for Maintenance. The removal of pollutants, sediment and/or other debris for the purpose of maintenance of storm water management facilities shall be performed in accordance with all city, State, and Federal laws.
- F. Inspection During Grading or Construction.

1. During grading or construction, the property owner or his/her appointed designee shall conduct site inspections in accordance with the requirements stated in the Kansas General Permit for Storm Water Discharges from Construction Sites. The property owner will also ensure construction conformance with the approved drainage and construction plans. More stringent inspection requirements may be imposed as necessary for purposes of water quality protection and public safety and to pursue total conformance of the site with the approved plans.
 2. The following areas and items must be inspected throughout grading and construction to ensure that land disturbance activities do not cause adverse impacts to the performance of storm water management facilities and/or water quality volume reduction areas:
 - i. all unstabilized areas that drain to a permanent storm water facility or water quality volume reduction area;
 - ii. temporary and permanent storm water management facilities; and,
 - iii. all erosion prevention and sediment control measures.
- G. Inspection After Construction. Once the site has been stabilized and construction has ceased, the property owner or his/her appointed designee shall conduct routine inspections for the storm water management facilities and water quality reduction areas, based on the guidance provided in the Operations and Maintenance Plan and the requirements of the "Restrictive Covenants for Storm Water Facilities" for the property, as set forth in section 16.32.097J.4. of this ordinance.
- H. Inspection Records. Property owners shall make available upon request any self-inspection reports, monitoring/maintenance records, compliance evaluations, notices of intent, and any other records, reports, receipts, and other documents related to compliance with this chapter and with any related local, State or Federal permit.
- I. Right-of-Entry. The Director or his/her designee shall have the right to enter the premises of any person discharging storm water to the MS4 or to waters of the United States at any reasonable time to determine if the discharger is complying with all requirements of this chapter, and with any State or Federal discharge permit, limitation, or requirement. Dischargers shall allow the Director or his/her designee ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties. Failure of a property owner to allow entry onto a property for the purposes set forth in this section shall be cause for the issuance of a stop work order, withholding of a certificate of occupancy, and/or civil penalties and/or damage assessments in accordance with the enforcement provisions of this chapter.
- J. Inspection and Notice by City. The city may periodically inspect these privately owned storm water controls. If the facility is not operating as shown in the approved As-Built Drawing, or should conditions be found that cause or

- may cause the pollution of downstream receiving waters or the erosion of downstream channels or the flooding of adjacent or downstream properties, the Director may issue a notice of violation in accordance with the enforcement provisions stated in this chapter and shall notify the property owner(s) of the potential violation(s). The Director may order the property owner(s) to perform corrective actions as are necessary to facilitate the proper operation of these facilities for the purposes of flood prevention, channel protection, water quality treatment and/or public safety, and/or to ensure compliance with jurisdictional regulatory conditions.
- K. Failure to Perform Corrective Actions. If property owner(s) fail to make the necessary corrective actions in the timeframe specified in the enforcement provisions of this chapter, the city is authorized to perform the corrective actions at the expense of the owner(s). If the owner(s) fail to reimburse the city for the corrective actions upon demand, the city may assess the cost of the corrective actions to the owner and initiate any collection proceedings authorized by law.
- L. Access to Adjacent Properties. This ordinance does not authorize access by a property owner or site operator to private property adjacent to or downstream of the owner's property. Arrangements concerning removal of sediment or pollutants on adjoining property must be settled by the owner or operator with the adjoining landowner.

SECTION 10. Section 16.32.098 of the Code of the City of Wichita, Kansas, shall be created to read as follows:

Sec. 16.32.098. Special Provisions for Open Channels.

- A. No structure or land shall hereafter be developed, redeveloped, located, extended, converted, or structurally altered without full compliance with the terms of this section, the City of Wichita Floodplain Management Ordinance (Chapter 27.06) and other applicable local, state or federal regulations.
- B. Requirements for vegetative buffer zones or maintenance access areas that have been established in approved and adopted watershed plans have priority over the provisions of this section.
- C. Closure of open channels. Existing or proposed open channels may be enclosed if a maintenance plan approved by the City is provided; if the closed conduit conforms to the design criteria set in the Storm Water Manual for minimum slopes, self-cleaning velocities, and minimum access spacing requirements; and if maintenance access to each end of the closed conduit and at all clean-out access points is provided.
- D. Access Easement Required. All open channels must have a minimum twenty (20) foot wide maintenance access on each side of the stream as measured

from the top-of-bank on each side of the stream, except as required by KSA 24-126 as amended, and KAR 5-45-12 as amended for “streams” defined in KAR 5-45-1 as amended.

SECTION 11. Section 16.32.100 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16.32.100. Enforcement actions.

- A. The discharge of, or potential discharge of, any pollutant to the MS4 or waters of the United States and/or the failure to comply with the provisions of this chapter and/or the failure to comply with and directive, citation, or order issued under this chapter; are violations of this chapter for which enforcement action may be taken.
- B. Prior to taking any enforcement action as specified in this section, a violator will be issued a notice of violation except when, in the opinion of the Director, an owner or contractor has repeatedly ignored the requirements of this chapter and has not made any reasonable intent to comply with these provisions. When issued, the notice of violation will detail the nature of the violation, actions to be taken to remedy the violation, actions to be taken to clean-up any pollutants, and any specific time periods within which to accomplish said actions. Failure to successfully comply with the notice of violation may result in enforcement action.
- C. The enforcement actions to be taken under this chapter, as provided in Section 16.32.110 are as follows:
 - 1. Criminal Penalty. Any person violating any provision of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than one thousand dollars. Each and every day during which any violation of any provision of this chapter is committed, continue, or permitted is a separate violation.
 - 2. Stop Work Order. Notwithstanding other penalties provided by this chapter, whenever the Director or OCI, or their designees, finds that any owner or contractor on a construction site has violated, or continues to violate, any provision of this chapter or any order issued thereunder, the Director or OCI may after reasonable notice to the owner or contractor issue a stop work order to the owner and contractors by posting such order at the construction site. Said order shall also be distributed to all city departments and divisions whose decisions may affect any activity at the site. Unless express written exception is made, the stop work order shall prohibit any further construction activity at building permit, grading permit, site development plan approval, or any other approval necessary to

commence or to continue construction or to assume occupancy at the site. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the violator. Failure to comply with the requirements of any stop work order is a violation of this chapter.

3. Administrative Penalty Process.

- a. When the Director finds that any person has violated or continues to violate the provisions set forth in this chapter, or the person's NPDES permit or any order issued thereunder, the Director may issue an order for compliance to the person. Such orders may contain any requirements as might be reasonably necessary and appropriate to address noncompliance including, but not limited to, the installation of best management practices, additional self-monitoring, and/or disconnection from the MS4.
- b. The Director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any person responsible for noncompliance. Such orders shall include specific action to be taken by the person to correct the noncompliance within a time period specified by the order.
- c. Notwithstanding any other remedies or procedures available to the city, any person who is found to have violated any provision of this chapter, or any NPDES permit or any order issued under this chapter, may be assessed an administrative penalty as follows:
 1. The minimum administrative penalty for any violation shall be no less than five hundred dollars (\$500) per day the violation is maintained and not more than two thousand five hundred dollars (\$2,500) per day for each day the violation is maintained;
 2. Failure to obtain required NPDES permit: up to two thousand five hundred dollars (\$2,500) per violation;
 3. Failure to prepare stormwater pollution prevention plan: up to two thousand five hundred dollars (\$2,500) per violation;
 4. Failure to install best management practices: up to two thousand five hundred dollars (\$2,500) per violation;
 5. Failure to maintain best management practices: up to two thousand five hundred dollars (\$2,500) per violation;
 6. Failure to perform required sampling and testing or provide testing reports: up to one thousand dollars (\$1,000) per violation.

7. Commencement of construction without an approved drainage plan: up to two thousand five hundred dollars (\$2,500) per day of noncompliance;
 8. Failure to comply with approved drainage plan: up to two thousand five hundred dollars (\$2,500) per day of noncompliance;
 9. Failure to maintain storm water management facilities: up to two thousand five hundred dollars (\$2,500) per day of noncompliance.
- d. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation.
 - e. Separate but multiple violations (except for violations under subsection C.3.d) by the same person(s) on one or more sites within any period of twelve consecutive months shall be cause to double the amount of penalty assessed under section C.3.c above for each violation after the first.
 - f. Upon assessment of any administrative penalty, the city will bill the violator for said charge and the Director shall have such collection remedies as are available at law.

SECTION 12. Section 16.32.110 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16. 32.110. Applicability of enforcement actions.

- A. Illegal dumping will be subject to criminal penalties process.
- B. Illegal connections will be subject to either the criminal or administrative penalty processes.
- C. Industrial violations will be subject to the administrative penalty process.
- D. Individual building sites not requiring a federal or state NPDES permit will be subject to the criminal penalty and the stop work order processes; however, any owner or contractor of such site found with multiple violations of this chapter will also be subject to the administrative penalty process.
- E. Individual building sites requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- F. Subdivision developers in subdivisions not requiring a federal or state NPDES permit will be subject to the criminal penalty and stop work order processes; however, any such developer found with multiple violations of this chapter will also be subject to the administrative penalty process.

- G. Subdivision developers of subdivisions requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- H. City contractors and utility companies working on projects not requiring a federal or State NPDES permit will be subject to the criminal penalty process.
- I. City contractors and utility companies working on projects requiring federal or state NPDES permit will be subject to the administrative penalty process.
- J. Property owners, subdivision developers, commercial and industrial developers, and city contractors working on new developments and redevelopments requiring compliance with the City of Wichita storm water quality or quantity management standards will be subject to the criminal penalty, stop work order and administrative penalty processes.
- K. Owners of storm water management facilities and systems that are required to be maintained in accordance with an approved Operations and Maintenance Plan will be subject to the criminal penalty and administrative penalty processes.

SECTION 13. Section 16.32.120 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16. 32.120. Hearing and appeal.

- A. Any violator that is subjected to the administrative penalty or stop work processes may request a hearing and appeal as follows:
 - 1. Any party affected by a penalty, order, directive or determination issued or made, pursuant to this chapter may, within seven days of the issuance of such penalty, order, directive, or determination request a hearing before the Director to show cause why such should be modified or made to not apply to such person. Such request shall be in writing and addressed to the Director of Public Works at 455 North Main Street, Wichita, Kansas, 67202. The Director or his designee shall hold the requested hearing as soon as practical after receiving the request, at which time the person affected shall have an opportunity to be heard. At the conclusion of the hearing, the Director shall issue a written response to the person requesting the hearing affirming, modifying, or rescinding the penalty, order, directive, or determination issued or made.
 - 2. Any party aggrieved by the decision of the Director may appeal such decision to the Storm Water Appeals Board within seven days of receipt of the decision by filing notice of appeal with the city clerk. Upon hearing, the Storm Water Appeals Board may affirm, modify, or reverse the decision of the Director.

3. Any party aggrieved by the Storm Water Appeals Board may appeal such decision to the City Council within seven days of receipt of the decision by filing a notice of appeal with the city clerk. Upon hearing, the City Council may affirm, modify, or reverse the decision of the Storm Water Appeals Board.

SECTION 14. Section 16.32.130 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 16. 32.130. Enforcement personnel authorized.

- A. The following personnel employed by the city shall have the power to issue notices of violations, criminal citations and implement other enforcement actions under this chapter:
 1. All deputies under the supervision of the Superintendent of the Office of Central Inspections;
 2. All authorized personnel under the supervision of the Director of Public Works;
 3. All authorized personnel under the supervision of the Director of Environmental Services.

SECTION 15. Sections 16.32.010, 16.32.080, 16.32.100, 16.32.110, 16.32.120, and 16.32.130 of the Code of the City of Wichita is hereby repealed.

SECTION 16. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the Official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas this
date_____.

October 27, 2009

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the quarter ending September 30, 2009

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site and citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2009.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 61, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

Financial Considerations: The Director of Finance will provide a financial overview and stand for questions.

Goal Impact: The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

Legal Considerations: No consideration necessary.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended September 30, 2009.

Agenda Item No. III-

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Neighborhood Façade Program

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the Neighborhood Façade Program guidelines.

Background: The City of Wichita received an allocation of \$764,126 in Community Development Block Grant funds (CDBG-R) from the American Recovery and Reinvestment Act of 2009. In order to receive the CDBG-R allocation the City was required to submit a substantial amendment to its One Year Action Plan, describing proposed uses of the funds. The City Council approved submission of the substantial amendment on June 2, 2009. The U.S. Department of Housing and Urban Development approved the City's substantial amendment on July 6, 2009.

Analysis: The City's CDBG-R plan includes two programs: a sidewalk repair program and a façade improvement program. The façade program is funded at \$200,000 and is designed to fund exterior improvements on small neighborhood businesses. The purpose is to strengthen the neighborhood business' presence and encourage local patronage. Improvements may also address safety or code issues, and contribute to energy efficiencies. Because it has a different target audience and must meet federal criteria the CDBG-R Neighborhood Façade Program guidelines are slightly different from those approved by the Council in June, 2009, for the Façade Improvements Program. Key differences of the Neighborhood Façade Program are:

- Business must be owned by or hire persons who are low to moderate income, and be in the Neighborhood Revitalization Area.
- Applications will be accepted between November 15, 2009 and January 15, 2010.
- Decisions will be announced after January 15, 2010.
- Funds will be grants, with a \$50,000 maximum award to any business/business owner.

Eligible improvements are the same for both programs. Additional details are provided in a fact sheet which will be available online and at various community locations. Full application packets will be available for interested business owners. These guidelines have been developed with input from the Offices of Urban Development and Central Inspection, Departments of Public Works, Finance and Law, and the Internal Auditor. It will be administered by the Office of Urban Development.

Financial Consideration: Funding for this program comes from the American Recovery and Reinvestment Act of 2009.

Goal Impact: The Neighborhood Façade Program contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Consideration: None. The Neighborhood Façade Program design has been developed with input from the City Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Neighborhood Façade Program guidelines.

Attachment: Neighborhood Façade Program fact sheet.



Neighborhood Façade Program: Exterior Repair Grants for Small Businesses



Fact Sheet

Funds are provided through the American Recovery and Reinvestment Act of 2009, to assist small business owners with building façade improvements.

PURPOSE

To improve the viability of neighborhood businesses whose customer, ownership and/or employee base is primarily low to moderate income persons.

ELIGIBILITY

- Businesses must be located within designated Neighborhood Revitalization Area and qualify as Section 3 businesses. (See reverse side for Section 3 criteria). Exceptions may be made for businesses which do not meet Section 3 criteria but otherwise contribute to goals identified in approved neighborhood plans.
- The business (and property owners if different) must be current with all taxing authorities including the Internal Revenue Service, and have no outstanding delinquencies with the City of Wichita.
- Business must have no more than 20 employees.
- Business must have been in business at least one year at the current location.

PROGRAM LIMITS

- There is a maximum of \$50,000 per business property owner.
- There is a limit of one façade grant per owner or ownership group, regardless of the number of properties owned by the owner or owner group.
- Assistance is in the form of a grant and does not have to be repaid unless the business fails, closes, relocates, the property is sold, or the program guidelines are violated within three years of the assistance.

TIMELINE

- The application period will be open for specific dates. Applications may be received during those dates but funding decisions will not be made until after the end of the application period. If funds remain after the first round of applications, a second round will be scheduled and announced.
- All improvements must be completed within 90 days of receipt of the notice to proceed.

FEDERAL REQUIREMENTS

- All wages paid for the rehabilitation costs are subject to Davis-Bacon wage rates. (See attached summary. Go to www.gpo.gov/davisbacon for more details).
- City staff will monitor the number of jobs created during construction and/or the number of jobs at the business, made possible because of the façade improvements.

FOR MORE INFORMATION or FOR AN APPLICATION PACKAGE

Contact Allen Bell, Director, Office of Urban Development: 268-4524 or abell@wichita.gov



Neighborhood Façade Program: Exterior Repair Grants for Small Businesses



Section 3 Criteria

For definition purposes only, a Section 3 Business Concern is a business:

- That is 51% or more owned by Section 3 residents and whose management and daily business operations are controlled by one or more individuals;
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the Business Concern were Section 3 residents;
- That commits to award more than 25% of all subcontracts to business concerns, which meet the two above criteria.

For definition purposes only, a Section 3 Resident is:

- A public housing resident; or
- An individual who resides in the metropolitan area in which the Section 3 assistance is expended and who is a low-income person (whose income does not exceed 80% of the area median family income or a very low-income person (whose income does not exceed 50% of the area median family income.

Davis-Bacon Wage Rates

The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on ... federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

Position	Rates	Fringes
Boilermaker	\$31.00	18.76
Brickmason (MRKS0002-002 04/01/2009)	\$20.17	7.95
Electrician (ELEC0271-006 06/01/2008)	\$26.81	8.48+6%
Plumber/Pipefitter (PLUM0441-010 06/01/2009)	\$27.65	12.20
Sprinkler Fitter (SFKS0669-004 04/01/2009)	\$29.92	13.80
Brickmason Tender (SUKS2004-003 10/31/2002)	\$10.64	0.00
Carpenter Tender	\$8.50	0.00
Carpenters Including Drywall Hanging and Forms, excluding Acoustical Installers	\$13.81	2.68
Cement Mason/Concrete Finisher	\$14.18	1.70
Drywall Finisher/Taper	\$16.98	2.31
Heat and Frost Insulators/Asbestos-Pipe Insulators	\$11.77	0.00
Ironworkers, Structural	\$13.26	1.63
Laborer, Formsetter	\$10.25	1.85
Laborer, General	\$9.69	1.69
Painter, Excluding Drywall Finishing	\$12.90	.78
Painter: Spray Only	\$12.75	0.00
Power Equipment Operator – Backhoe	\$14.54	2.22
Power Equipment Operator – Crane	\$15.78	2.15
Power Equipment Operator – Front End Loader	\$11.06	1.51
Power Equipment Operator – Scraper	\$13.00	1.28
Pre-Engineered Building Erectors	\$12.49	1.93
Roofer, Including Built UP, Composition and Single Ply Roofs	\$12.26	1.99
Sheet Metal Workers, Excluding HVAC Duct Work	\$11.94	2.24
Truck Driver (Dump Truck)	\$11.19	2.02

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: East Bank River Corridor Improvements, north of Douglas (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the budget increase.

Background: On October 7, 2008, the City Council approved a project to improve the east bank of the Arkansas River adjacent to the Broadview Hotel between Douglas and the 1st Street Bridge. On July 21, 2009, the City Council approved the design concept.

Analysis: In recent negotiations with Drury Hotel representatives, it was agreed that additional land that they own along the river would be deeded to the City and that the City would extend the riverbank improvements into this area. In return, Drury representatives have agreed to maintain all landscaping adjacent to their property which includes grass, trees, shrubs and irrigation; and the City will maintain all the sidewalks, walls and path lighting. As a result, the proposed project scope and estimated project cost have increased.

Financial Considerations: The authorized project budget is \$2,000,000. The current estimated construction cost is \$2,200,000. The budget approved on October 7, 2008, provided for General Obligation bond funding. The project has since been identified by the Kansas Secretary of Commerce for STAR bonds. All funding will be from STAR bonds.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by improving part of the Arkansas River Corridor.

Legal Considerations: The amending resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the budget increase, approve the amending resolution and authorize the necessary signatures.

Attachments: CIP Sheet and amending resolution.

Published in the Wichita Eagle on

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. **08-481** AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN CONNECTION WITH THE RIVER CORRIDOR IMPROVEMENT PROJECT.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution **08-481** is hereby amended to read as follows:

“SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay the cost of public improvements included in the River Corridor Improvement Project. Such costs include architectural fees, consultant costs, construction costs and direct expenses associated with development and construction of the public improvements identified in the River Corridor Improvement Project Master Plan approved by the governing body of the City of Wichita. The public improvements shall be located on the East Bank of the Arkansas River, from the south end of the Douglas Avenue Bridge north, and may include land acquisition, demolition, pedestrian and bike paths, paving utilities extensions and relocations, sidewalks, riverbank improvements, public plaza areas, public art, lighting, benches, landscape improvements, irrigation and handicapped accessible facilities and equipment.

The cost of the construction of the above described improvements is estimated to be Two Million Two Hundred Thousand Dollars (\$2,200,000) exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by STAR bonds, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of \$2,200,000, exclusive of the cost of interest on borrowed money.”

SECTION 2. The original of SECTION 2 of Resolution No. **08-481** is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2009

Carl Brewer, Mayor




ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
<div style="display: flex; justify-content: space-between;"> <div> <p>USE:</p> <p>To Initiate Project <input type="checkbox"/></p> <p>To Revise Project <input checked="" type="checkbox"/></p> </div> <div> <p>1. Prepare in triplicate</p> <p>2. Send original & 2 copies to budget.</p> <p>3. City Manager to sign all copies.</p> <p>4. File original w/ initiating resolution in City Clerk.</p> <p>5. Return 2nd copy to initiating department.</p> <p>6. Send 3rd copy to Controller.</p> </div> </div>				
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 10/14/2009	4. Project Description & Location East Bank River Corridor Improvements at Broadview	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO/SWU	SA	STAR	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
River Bank			\$2,200,000	\$2,200,000
Totals			\$2,200,000	\$2,200,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84767
13. Recommendation: approve the budget increase and adopt the amending resolution				
Division Head 		Department Head 		Budget Officer 
				City Manager
				Date

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Lincoln Street Bridge at Armour (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2007-2016 Capital Improvement Program adopted by the City Council includes a project to replace the Lincoln Street Bridge at Armour. On May 6, 2008, the City Council approved an agreement with Cook, Flatt & Strobel to prepare construction plans. District II Advisory Board sponsored an October 5, 2009, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The project consists of replacing the existing structure which is in a deteriorated condition. New sidewalk on the bridge will be eight feet wide on each side with pedestrian rails. Construction is planned to begin early next year and be completed next summer. One lane of through vehicular traffic in each direction on Lincoln will be maintained during construction. Traffic access to and from Armour at Lincoln will be closed during construction, except for the southeast corner of the bridge. Pedestrian access will be prohibited during construction.

Financial Considerations: The existing design budget is \$35,000. The estimated construction cost is \$600,000 for a total budget of \$635,000. The funding source is City General Obligation bonds. Funding is included in the proposed 2009-2018 Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing an arterial street bridge.

Legal Considerations: The Law Department has approved the amending ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: Map, CIP sheet and ordinance.

Published in the Wichita Eagle on November 20, 2009

ORDINANCE NO. 48-

AN ORDINANCE AMENDING ORDINANCE NO. **47-891** OF THE CITY OF WICHITA, KANSAS DECLARING **THE LINCOLN BRIDGE AT ARMOUR (472-84703)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. SECTION 2 of Ordinance **47-891** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the **Lincoln Bridge at Armour (472-84703)** as a main trafficway in the follow particulars:

The design and construction of a bridge as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance **No. 47-891** is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be **Six Hundred Thirty-Five Thousand Dollars (\$635,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance **No. 47-891** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the Governing body of the City of Wichita, Kansas this 17th day of November, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Subleltt, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

	X
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1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 10/14/2009	4. Project Description & Location Lincoln Street Bridge at Armour
5. CIP Project Number B-	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date		
11. Project Revised			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			TOTAL
Paving, grading & const.			
Bridge & Culverts	\$635,000		\$635,000
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Traffic Signals			
Totals	\$635,000		\$635,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

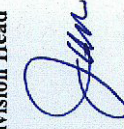
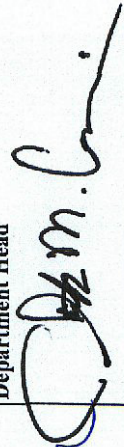


Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

\$35,000 previously approved by City Council

* KDOT
472-84703

13. Recommendation: Approve the project and amending ordinance

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date	Date

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: FY2010 Weed and Seed Program application – District VI

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Support the application.

Background: The Weed and Seed Program is a federally-funded grant program that brings together Federal, state, and local law enforcement agencies; social service providers; representatives of the public and private sectors; prosecutors; business owners; and neighborhood residents to "weed" out violent crime and gang activity, while "seeding" the community with social services and economic revitalization. Partners in Wichita Incorporated are in the process of applying for federal funding to provide for the "weeding" component of the Weed and Seed Program in fiscal year 2010.

Analysis: The Weed and Seed Program is administered in "officially recognized" sites. The Historic Midtown/El Pueblo Weed and Seed site has the following boundaries: East 9th Street on the South, Broadway on the East, the Arkansas River on the West, and West 29th Street on the North. If awarded funding, Partners in Wichita Incorporated plans to partner with the Wichita Police Department for various law enforcement activities.

Financial Considerations: If awarded federal funding for FY2010, Partners in Wichita Incorporated will designate \$39,713 from the 2010 Weed and Seed Program for Wichita Police Department expenses related to overtime, special programs, and equipment. No local match will be required.

Law Enforcement Overtime	\$24,638
Evergreen Summer Activity Camp 2011	\$12,500
Police Equipment	\$2,575
Total	\$39,713

Goal Impact: Provide a safe and secure community by providing police services outside of the regular patrol currently paid for by Wichita Police Department Budget. Money spent will be to provide enforcement and education within the Historic Midtown/El Pueblo Weed and Seed area.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council support Partners in Wichita Incorporated in their application for FY2010 Weed and Seed funding.

Attachments: None.

City of Wichita
City Council Meeting
November 3, 2009

To: Mayor and City Council

Subject: ZON2009-00026 - City zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") with a Protective Overlay ("PO"); generally located east of Seneca Street on the south side of 53rd Street North. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Non-Consent)

MAPC Recommendation: Approve unanimously (13-0), subject to the provisions of Protective Overlay #236.

MAPD Staff Recommendation: Approve, subject to the provisions of Protective Overlay #236.

DAB V Recommendation: Approve unanimously (5-0), subject to the amended provision of Protective Overlay #236.



Background: The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”), on Lot 14, First Addition to Urbandale. The approximately 1-acre site (142.1 feet by 306.5 feet) is located approximately 280 feet east of Seneca Street, on the south side of 53rd Street North. The site currently has a vacant, single-family residence (built 1925) and several out buildings including a large building located in front of the single-family residence. This large building in front appears to be out of compliance with current setback standards. According to the current owner, past uses include a scrap metal dealer/yard (from at least 1997 to 2008, as shown on an aerial map of the area), an exotic fish supplier for retailers, until 1992 a welding business and before that a grocery store. The site has also been used as single-family residential (including at one point by the current owner) throughout its life. The site has a mostly metal fence around it, which does meet the current Unified Zoning Code’s (UZC) screening standards. Access to the site is off of 53rd Street North, a paved, two lane arterial. The proposed LC zoning would allow some uses that have been on the site in the past.

The surrounding area is characterized by a mix of uses including: mostly single-family residences, auto repair, strip retail, vacant school, church, steel fabrication and office/warehouse. The properties to the south of the subject site are zoned SF-5 and are developed as large lot single-family residential. Properties abutting and adjacent to the west side of the site are zoned LC and are developed as auto repair and a retail strip. Properties abutting and adjacent to the east side of the site are zoned GC General Commercial (“GC”) and SF-5. The GC site is a single-family residence. Staff could not find a zoning case on the GC site, but it is one of several GC zoned lots in the area that have 50 to 60 feet of half-street right-of-way (ROW) on their 53rd Street North frontage, which indicates past zoning cases. The other properties east of the site are zoned SF and developed as large lot single-family residences. All of these abutting and adjacent eastern, western and southern properties are part of the same subdivision as the site, the First Addition to Urbandale, recorded in 1911. North of the site, across 53rd Street North, are LC zoned auto repair and office/warehouse, GC zoned steel fabrication and manufacturing and SF-5 zoned single-family residences and a church.

To buffer the abutting and adjacent existing single-family residences from the commercial redevelopment on the site, Staff has proposed a Protective Overlay (PO). The proposed PO limits: signage, lighting, noise, building height and notes current development standards for the LC zoning district. The proposed PO also prohibits certain uses that are less compatible with the predominant single-family residential development.

Analysis: At the MAPC meeting held on September 10, 2009, the MAPC voted (13-0) to approve the requested zoning, subject to the provisions of the PO. There were no protests to the request at the MAPC meeting. At the DAB VI meeting held on September 16, 2009, the DAB unanimously (5-0) recommended approval of the requested zoning, with one change to the PO. The DAB recommended that the “cedar fence,” as listed in provision (F) be change to a solid screening fence, noting that cedar was a type of wood, and that wood was an approved Unified Zoning Code solid screening material. The DAB recommendation is different than what was recommended by the MAPC, thus it will require a 2/3 majority of the Council to approve the request per DAB’s recommendation. There were no protests at the DAB meeting. The recommended LC zoning with its approved PO 236’s provisions:

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the south or face of any building that is adjacent to any property that is zoned residential.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height.
- C. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted.
- E. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- F. At the time the site is redeveloped the owner shall install and maintain a 6-8-foot high solid cedar screening fence located parallel to the south property line of the subject site, where it abuts

- existing residential zoning. The metal fence currently up will come down.
- G. At the time the site is redeveloped landscaping shall be installed that meets the Landscape Ordinance.
 - H. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
 - I. More extensive development or redevelopment of the site, beyond its current buildings, is contingent on the extension of public sewer service to the site.
 - J. Contingent dedication of 20 feet of right-of-way prior to the publication of the ordinance implementing the zone change.
 - K. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club in the city; recreation and entertainment, outdoor; tavern and drinking establishment; hotel – motel; pawnshop; an asphalt – concrete plant.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department. A contingent dedication of right-of-way by separate instrument will be forwarded to the Register of Deeds for recording.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay #236; place the ordinance establishing the zone change on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachment: Contingent dedication of right-of-way by separate instrument.

CONTINGENT DEDICATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT

That the undersigned, Norman & Beth Ann Hardin Trust, c/o Norman, Hardin being the owner of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

The north 20-feet of Lot 14 (which will begin south of the 5-foot right-of-way agreement, FILM 1009, PAGE 174), First Addition to Urbandale, Wichita, Sedgwick County, Kansas.

Now therefore the undersigned owner(s) do hereby agree that the above-described property is to be a contingent dedication for right-of-way to 53rd Street North until such time the City of Wichita needs the above described property for improvements to the abutting 53rd Street North right-of-way, then the contingent dedication of right-of-way becomes a permanent dedication of right-of-way.

IN WITNESS WHEREOF Norman Hardin has (have) executed this instrument and delivered the same to the City of Wichita, Kansas, on this 1 day of October, 2009.

Norman Hardin

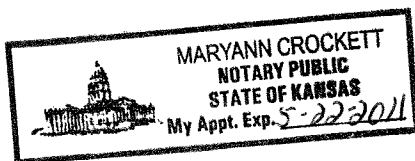
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 1 day of October, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Norman Hardin, personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Maryann Crockett
Notary Public

(My Commission Expires: 5-22-2011)





INTEROFFICE MEMORANDUM

TO: MAPC Members
FROM: Terri Dozal, Neighborhood Assistant, District VI
SUBJECT: ZON2009-00026 1031 W.53rd ST N
City zone change from SF-5 Single-family Residential to LC Limited Commercial;
generally located east of Seneca Street on the south side of 53rd Street North.
DATE: September 22, 2009

On Wednesday, September 16, 2009 the District VI Advisory Board (DAB) considered a City zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located east of Seneca Street on the south side of 53rd Street North.

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation, MAPC recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- What is the setback for the larger building?
- What type of business plans to be in this location
- What type of solid screening? Does it have to be cedar, there are better options.

One member of the public asked if this would prohibit a dog kennel from being considered.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (5-0) of the zone change request based on staff recommendations and to include in PO item #F to read as solid screening fence.

Please review this information when ZON2009-00026 is considered.

mtd

EXCERPT OF SEPTEMBER 10, 2009 MAPC HEARING

Case No.: ZON2009-26 - Norman Hardin requests a City zone change from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Lot 14 except the North 5 feet for road, Urbandale First Addition to Wichita, Sedgwick County, Kansas; generally located east of Seneca Street on the south side of 53rd Street North.

BACKGROUND: The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”), on Lot 14, First Addition to Urbandale. The approximately 1-acre site (142.1 feet {x} 306.5 feet) is located approximately 280 feet east of Seneca Street, on the south side of 53rd Street North. The site currently has a vacant, single-family residence (built 1925) and several out buildings including a large building located in front of the single-family residence. This large building in front appears to be out of compliance with current setback standards. According to the current owner, past uses include a scrap metal dealer/yard (from at least 1997 - 2008, as shown on an aerials of the area), an exotic fish supplier for retailers, until 1992 a welding business and before that a grocery store. The site has also been used as single-family residential (including at one point by the current owner) throughout its life. The site has a mostly metal fence around it, which does meet the current Unified Zoning Code’s (UZY) screening standards. Access to the site is off of 53rd, a paved, two lane arterial. The proposed LC zoning would allow some uses that have been on the site in the past.

The surrounding area is characterized by a mix of uses including: mostly single-family residences, auto repair, strip retail, vacant school, church, steel fabrication, and office - warehouse. The properties to the south of the subject site are zoned SF-5, and are developed as large lot single-family residential. Properties abutting and adjacent to the west side of the site are zoned LC and are developed as auto repair and a retail strip. Properties abutting and adjacent to the east side of the site are zoned GC General Commercial (“GC”) and SF-5. The GC site is a single-family residence. Staff could not find a zoning case on the GC site, but it is one of several GC zoned lots in the area that has 50-60 feet of half-street right-of-way (ROW) on their 53rd frontage, which indicates past zoning cases. The other properties east of the site are zoned SF and developed as large lot single-family residences. All of these abutting and adjacent eastern, western and southern properties are part of the same subdivision as the site, the First Addition to Urbandale, recorded in 1911. North of the site, across 53rd, are LC zoned auto repair and office – warehouse, GC zoned steel fabrication and manufacturing and SF-5 zoned single-family residences and a church.

To buffer the abutting and adjacent existing single-family residences from the commercial redevelopment on the site, Staff has proposed a Protective Overlay (PO). The proposed PO limits signage, lighting, noise, building height and notes current development standards for the LC zoning district. The proposed PO also prohibits certain uses that are less compatible with the predominant single-family residential development.

CASE HISTORY: The subject property is Lot 14, First Addition to Urbandale, which was recorded May 15, 1911. A single-family residence was built on the lot in 1925. The area was annexed into the City in 1997.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, GC, LC	Single family residences, church, steel fabrication, warehouse-office, manufacturing, auto repair
SOUTH:	SF-5	Single family residences
EAST:	GC, SF-5	Single-family residences
WEST:	LC	auto repair, retail strip, vacant school

PUBLIC SERVICES: The subject site has frontage/access to 53rd Street North and is approximately 280 feet east of Seneca Street. 53rd is a paved, curbed two-lane minor arterial. Seneca Street is a paved, two-lane, urban collector. The 2030 Transportation Plan indicates no change to the status of Seneca, but 53rd is shown to become a four-lane arterial. There are no available traffic counts in the area. There is only 35 feet of half-street ROW along the site's 53rd Street frontage, current standards are 60 feet. The block of 53rd Street between Armstrong Avenue and Seneca, where the site is located, has ½-street ROW ranging from 30 feet to 60 feet. Municipal water is available to the subject site. The nearest sewer service is located over ½-mile from the site, at Delaware and 51st Street North, on the Camp Hiawatha Addition. To extend service to the area where the site is located, the Little Arkansas River would have to be crossed; the site is located in a large area with no municipal sewer service. Sewer is projected to be extended to the area, at the earliest, by 2012, but it could be later.

CONFORMANCE TO PLANS/POLICIES: The 2030 *Wichita Functional Land Use Guide of the Comprehensive Plan* identifies the area as appropriate for "Local Commercial" development. The "Local Commercial" category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site has direct access onto 53rd Street, which is a paved, two-lane arterial, which the 2030 *Transportation Plan* projects to become a four-lane arterial. The proposed PO addresses site design features and prohibits certain uses that are less compatible with the predominant single-family residential development of the area. The site will have to get in compliance with the current standards for solid screening, landscaping and paving. Lack of municipal sewer will limit redevelopment of the site.

RECOMMENDATION: The requested LC zoning does conform to the 2030 *Wichita Functional Land Use Guide of the Comprehensive Plan*. The 1-acre site seems to have been used for mostly non residential uses from before County zoning in 1984, up to its annexation into the City in 1997 and to last year. The proposed LC zoning would allow redevelopment of the site for primarily retail commercial uses or for residential uses, which are permitted by right in the LC zoning district. The lack of municipal sewer will limit redevelopment of the site. If approved, the proposed zoning change would mean that the subject site would have to come into compliance with current development standards, which includes paved parking, landscaping and screening. Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following provisions of a Protective Overlay:

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the south or face of any building that is adjacent to any property that is zoned residential.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height.
- C. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted.
- E. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- F. At the time the site is redeveloped the owner shall install and/or maintain a 6-8-foot high cedar fence located parallel to the south property line of the subject site, where it abuts existing residential zoning. The metal fence currently up will come down.
- G. At the time the site is redeveloped landscaping shall be installed that meets the Landscape

Ordinance.

- H. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
- I. More extensive development or redevelopment of the site, beyond its current buildings, is contingent on the extension of public sewer service to the site.
- J. Contingent dedication of 25 feet of right-of-way prior to the publication of the ordinance implementing the zone change.
- K. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club in the city; recreation and entertainment, outdoor; tavern and drinking establishment; hotel – motel; pawnshop; an asphalt – concrete plant.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is characterized by a mix of uses, including: mostly single-family residences, auto repair, strip retail, vacant school, church, steel fabrication and office - warehouse. The properties to the south of the subject site are zoned SF-5, and are developed as large lot single-family residential. Properties abutting and adjacent to the west side of the site are zoned LC, and are developed as auto repair and strip retail. Properties abutting and adjacent to the east side of the site are zoned GC General Commercial (“GC”) and SF-5. The GC site is a single-family residence. Staff could not find a zoning case on the GC site, but it is one of several GC zoned lots in the area that has 50-60 feet of half-street right-of-way (ROW) on their 53rd Street frontage, which indicates past zoning cases. The other properties east of the site are zoned SF, and are developed as large lot single-family residences. All of these abutting and adjacent eastern, western and southern properties are part of the same subdivision as the site, the First Addition to Urbandale, recorded in 1911. North of the site, across 53rd Street, are LC zoned auto repair and office – warehouse, GC zoned steel fabrication and manufacturing and SF-5 zoned single-family residences and a church.
2. The suitability of the subject property for the uses to which it has been restricted: The large subject lot is zoned SF-5 which accommodates single-family residential development and complementary land uses. The site could be used (and has in the past) for a single-family residence, which is how most of the area’s large lots have been developed. The 1-acre lot is large enough for commercial use, and in the past it seems to have been used for a number of non-residential uses: a scrap metal dealer/yard (from 1997 to 2008, as shown on aerials of the area), an exotic fish supplier for retailers, a welding business and a grocery store. Lack of municipal sewer limits more intensive redevelopment opportunities.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects should be minimized by the provisions of the proposed Protective Overlay which would: limit signage, lighting, noise, building height and prohibit certain uses that are less compatible with surrounding residential development.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies the subject property as appropriate for “Local Commercial” development. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site is located on 53rd Street North, an arterial road and it has immediate access to it. The proposed PO addresses these considerations.

5. Impact of the proposed development on community facilities: The site has no sewer services available to it, which limits redevelopment of the site. The rezoning will add additional ROW along the site's 53rd Street frontage, which will be needed for future expansion of 53rd.

BILL LONGNECKER, Planning Staff presented the staff report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **HENTZEN** seconded the motion, and it carried (13-0).

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00026

Zone change from SF-5 Single-family Residential ("SF-5") to Limited Commercial ("LC") subject to the provisions of Protective Overlay #236 on property described as:

Lot 14, First Addition to Urbandale, Wichita, Sedgwick County, Kansas; generally located east of Seneca Street, on the south side of 53rd Street North.

SUBJECT TO APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #236:

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the south or face of any building that is adjacent to any property that is zoned residential.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height.
- C. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted.
- E. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- F. At the time the site is redeveloped the owner shall install and maintain a 6-8-foot high solid screening fence located parallel to the south property line of the subject site, where it abuts existing residential zoning. The metal fence currently up will come down.
- G. At the time the site is redeveloped landscaping shall be installed that meets the Landscape Ordinance.
- H. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
- I. More extensive development or redevelopment of the site, beyond its current buildings, is contingent on the extension of public sewer service to the site.
- J. Contingent dedication of 20 feet of right-of-way prior to the publication of the ordinance implementing the zone change.
- K. The following uses shall not be permitted: adult entertainment establishment;

correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club in the city; recreation and entertainment, outdoor; tavern and drinking establishment; hotel – motel; pawnshop; an asphalt – concrete plant.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: CON2009-00024 – Conditional Use for wrecking/salvage yard, on property zoned LI Limited Industrial (“LI”); generally located between 10th and 11th Streets North, on the west side of Mead Avenue. (District VI)

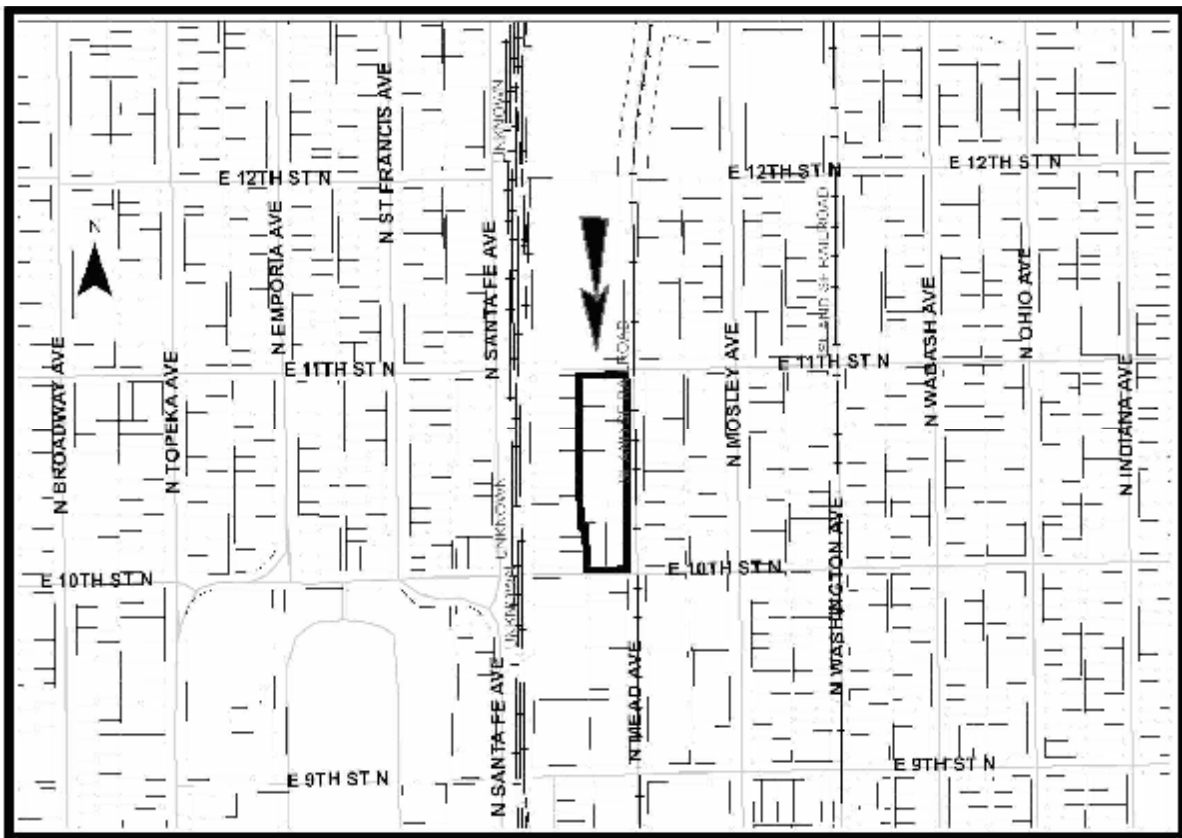
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB VI Recommendation: Approve (5-0).



Background: The applicant is requesting a Conditional Use to permit storage of scrap metal waiting to be processed and storage of bales of scrap metal on the LI Limited Industrial (“LI”) zoned 2.26-acre site. The Unified Zoning Code (UZC) definition of a “wrecking/salvage yard” includes the proposed use: “...a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.” The UZC, Art III, Sec III-D.6.e, requires a Conditional Use for a wrecking/salvage yard in the LI zoning district. The term “wrecking/salvage yard” shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code; Art II, Sec II-B.14.q.

Per the UZC, Art. III, Sec. III.6.e, the supplementary use regulations for a Conditional Use for a wrecking/salvage yard in the LI zoning district are:

- (1) Is not abutting an arterial street, expressway, or freeway.
- (2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood.
- (3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

The site is located between 10th and 11th Streets North, on the west side of Mead Avenue. Tenth and 11th Streets are paved and curbed local streets, both ending at the recently raised railroad tracks, located a block west of the site. Mead Street is an unimproved, gravel and dirt local street. There is a 10-foot tall chain link fence, with three-strands of barbed wire around the proposed storage area; the fencing is not in compliance with UZC, Art. III, Sec. III.6.e (#3 above). The site plan shows a main existing building with parking along the 10th Street side and a small, existing outbuilding. The main existing building will be used to store certain metals, such as copper, aluminum, etc. The site plan also shows an existing loading dock, two proposed metal storage areas, a proposed container storage area, a bailer and a backhoe. Containers used on the site will be semi-trailers and roll-off containers. Currently, the site looks vacant, with cut and stacked wood, a few RV/campers, a semi-trailer and miscellaneous junk stored on the sand and weedy storage area. The site plan shows no improvements to the storage area’s surface. The site plan shows no proposed lighting, but the applicant has stated that there will be directional security lighting on the site. There will be no signage. The site plan shows one gate onto 11th Street and another onto Mead. The applicant has stated that the proposed site will be used as a secondary site to handle the overflow off of their other facilities. There will be no drop offs at this site from either the public or other businesses and there will be no scales. The site will be open seven days a week, 8:00 A.M. to 5:00 P.M. and have two to four employees on the site.

The area around the site is zoned LI. There are two auto salvage yards and a junk yard located east and northeast of the site, across Mead Avenue. Neither auto salvage yard is screened, but one is fenced with chain link. The junk yard has an irregular, six-foot metal fence around it, with some stacks of wooden pallets visible above the metal fence. South of the site, across 10th Street, The Yard has a well maintained office-warehouse and storage yard. There is also an office-warehouse, with a loading dock, and further south along Mead Street outside storage for a welding shop, more auto salvage and office-warehouse. Property abutting the west of the site has a junk yard, an office warehouse and semi-trailers. Property located north of the site, across 11th Street; include the Cargill owned grain elevators, with associated trucks, and office warehouse. Staff found no case history on the existing auto salvage yards and junk yards in the area; these facilities are not in compliance with the UZC. The 1997, 2000, 2003, 2006 and 2008 aerials show junk yards and auto salvage yards (including the Mosley Avenue yards, noted below) of varying sizes in the area.

There are two more auto salvage yards located along Mosley Avenue, a block east of the site. Mosley Avenue marks the east boundary of this LI zoned area. The raised railroad tracks mark the west side of this LI zoned area. The tracks form a physical and visual barrier between this LI zoned area and for the most part residentially zoned area located on the west side of the raised tracks. The east to west streets in this area between Murdock Street on the south and 13th Street on the north, end at the raised railroad tracks.

Analysis: District Advisory Board (DAB) VI heard this request at their September 16, 2009, meeting. Members of the DAB and the public discussed the need for enforcement of the proposed conditions in regards to keeping the site compliant. The applicant's agent asked that the solid screening requirement be waived, and that the applicant be allowed to attach a woven, nylon screen to the existing 8 to 10 foot chain link fence. The woven, nylon screen is not listed as a material used for screening walls and fences: Art.IV, Sec.IV-B.e; "Screening walls and fences shall be constructed of standard building materials customarily used for wall and fence construction such as brick, stone, concrete masonry, stucco, concrete or wood." The DAB voted (5-0) to approve the requested Conditional Use with the Planning staff's recommended conditions, including solid screening, and not the applicant's requested waiver to allow the nylon netting.

The MAPC heard this request at their September 24, 2009, meeting. The applicant's agent asked that the solid screening requirement (supplementary use regulations) be waived, and that the applicant be allowed to attach a woven, nylon screen to the existing 8 to 10 foot chain link fence. The MAPC voted (12-0) to approve the requested Conditional Use, with the Planning staff's recommended conditions, except the MAPC approved the applicant's request to waive the solid screening requirement and allow a woven, nylon screen to be attached to the existing 8 to 10 foot chain link fence. Approval of a waiver of the UZC's supplementary use regulations for solid screening can only be granted by the City Council. A 2/3 majority vote of the City Council members is needed to overturn the MAPC's recommendation.

The MAPC's recommended conditions of approval for CON2009-24 are:

1. The Conditional Use shall permit the bailing of scrap metal, the storage of scrap metal waiting to be processed and the storage of scrap metal bales. No drop offs are permitted at this site from either the public or other businesses. No scales or shredders are permitted. Containers used on the site will be semi trailers and roll off containers. No sale of scrap metal is permitted on-site. In no event shall the Conditional Use authorize auto salvage, auto storage, dismantling of vehicles on the site, sale of vehicle parts on the site, dismantling and/or salvaging of machinery, equipment, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, or discarded materials; and/or for the sale of parts thereof.
2. The site will be open seven days a week, 8:00 A.M. – 5:00 P.M.
3. Prior to commencing operation permitted by this Conditional Use, the applicant shall contingent dedicate 13 feet of right-of-way or as needed to align the site's 10th Street North frontage with the abutting western and adjacent eastern properties.
4. Waive the Unified Zoning Code's supplemental use regulation Art III, Sec. III.6.e.3, requiring solid screening, to allow a nylon based material to cover the existing 8-10-foot tall chain link fence, on the west, north and east sides of the storage yard. All other conditions of Art III, Sec. III.6.e shall be enforced.
5. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
6. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation, including the placement of the baling machinery to ensure the maximum distance from adjacent buildings while allowing the efficient operation of the site.
8. No scrap metal waiting to be processed and/or scrap metal bales shall be visible from ground-level view from 10th Street, 11th Street, Mead Avenue or abutting properties.

9. Storage of all of scrap metal waiting to be processed, scrap metal bales and containers shall be in an orderly manner with an exposed perimeter as specified by Environmental Services to prevent rodent harborage and breeding.
10. The applicant shall maintain at all times an active program for the eradication and control of rodents.
11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
15. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
17. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

At the end of the two week protest and appeal period, valid protests to the Conditional Use request were filed. These protests total 26.46% of the net land area within the 200-foot protest area. A 3/4 majority vote of the City Council members is needed to overturn the protest and approve the applicant's requested Conditional Use.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Attachments: None.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (requires a 3/4 majority vote to overturn the protest); or
2. Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); or
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A WRECKING/SALVAGE YARD, ON APPROXIMATELY 2.26-ACRES ZONED LI LIMITED INDUSTRIAL ("LI"), GENERALLY LOCATED BETWEEN 10TH & 11TH STREETS NORTH, ON THE WEST SIDE OF MEAD AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a Wrecking/Salvage Yard on approximately 2.26-acres zoned LI Limited Industrial ("LI") legally described below:

Case No. CON2009-00005

A Conditional Use Permit to allow a Wrecking/Salvage Yard, on approximately 2.26-acres zoned LI Limited Industrial ("LI") described as:

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31 and 33, Clay's Addition to The City of Wichita, Kansas, and all of the vacated alley adjacent to said Lots, and the East 0.5 feet of the North 14.02 feet of Lot 2, the East 0.5 feet of Lot 4, and the East 0.5 feet of the South 21.06 feet of Lot 6, Clay's Addition to Wichita; and the vacated alley adjacent to Lot 14, Lot 12, and the North 15.5 feet of Lot 10, Arnold and Clark's Addition to Wichita, Kansas, except for the West 0.4 feet of said vacated alley adjacent on the North 15.5 feet of Lot 10, the West 0.4 feet of said vacated alley adjacent to Lot 12, and the West 0.4 feet of vacated alley adjacent on the South 21 feet of Lot 14, Arnold and Clark's Addition; and a tract of land in the Southeast Quarter of the Northwest Quarter of Section 16, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as a tract of land beginning at the Southeast corner of Lot 1, in Clay's Addition, thence South along the West right-of-way for Mead Street to the North right-of-way line for 10th Street, thence West 140 feet, thence North to the Southwest corner of Lot 1, Clay's Addition; thence East along the South line of said Lot 1 to the place of beginning, Wichita, Sedgwick County, Kansas. Generally located between 10th & 11th Streets North, on the west side of Mead Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use shall permit the bailing of scrap metal, the storage of scrap metal waiting to be processed and the storage of scrap metal bales. No drop offs are permitted at this site from either the public or other businesses. No scales or shredders are permitted. Containers used on the site will be semi trailers and roll off containers. No sale of scrap metal is permitted on-site. In no event shall the Conditional Use authorize auto salvage, auto storage, dismantling of vehicles on the site, sale of vehicle parts on the site, dismantling and/or salvaging of machinery, equipment, bulky waste, salvage materials,

junk, storage or bailing of solid waste, scrap paper, rags, or discarded materials; and/or for the sale of parts thereof.

2. The site will be open seven days a week, 8:00 A.M. – 5:00 P.M.
3. Prior to commencing operation permitted by this Conditional Use, the applicant shall contingent dedicate 13 feet of right-of-way or as needed to align the site's 10th Street North frontage with the abutting western and adjacent eastern properties.
4. Waive the Unified Zoning Code's supplemental use regulation Art III, Sec. III.6.e.3, requiring solid screening, to allow a nylon based material to cover the existing 8-10-foot tall chain link fence, on the west, north and east sides of the storage yard. All other conditions of Art III, Sec. III.6.e shall be enforced.
5. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
6. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation, including the placement of the baling machinery to ensure the maximum distance from adjacent buildings while allowing the efficient operation of the site.
8. No scrap metal waiting to be processed and/or scrap metal bales shall be visible from ground-level view from 10th Street, 11th Street, Mead Avenue or abutting properties.
9. Storage of all of scrap metal waiting to be processed, scrap metal bales and containers shall be in an orderly manner with an exposed perimeter as specified by Environmental Services to prevent rodent harborage and breeding.
10. The applicant shall maintain at all times an active program for the eradication and control of rodents.
11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
15. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
17. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

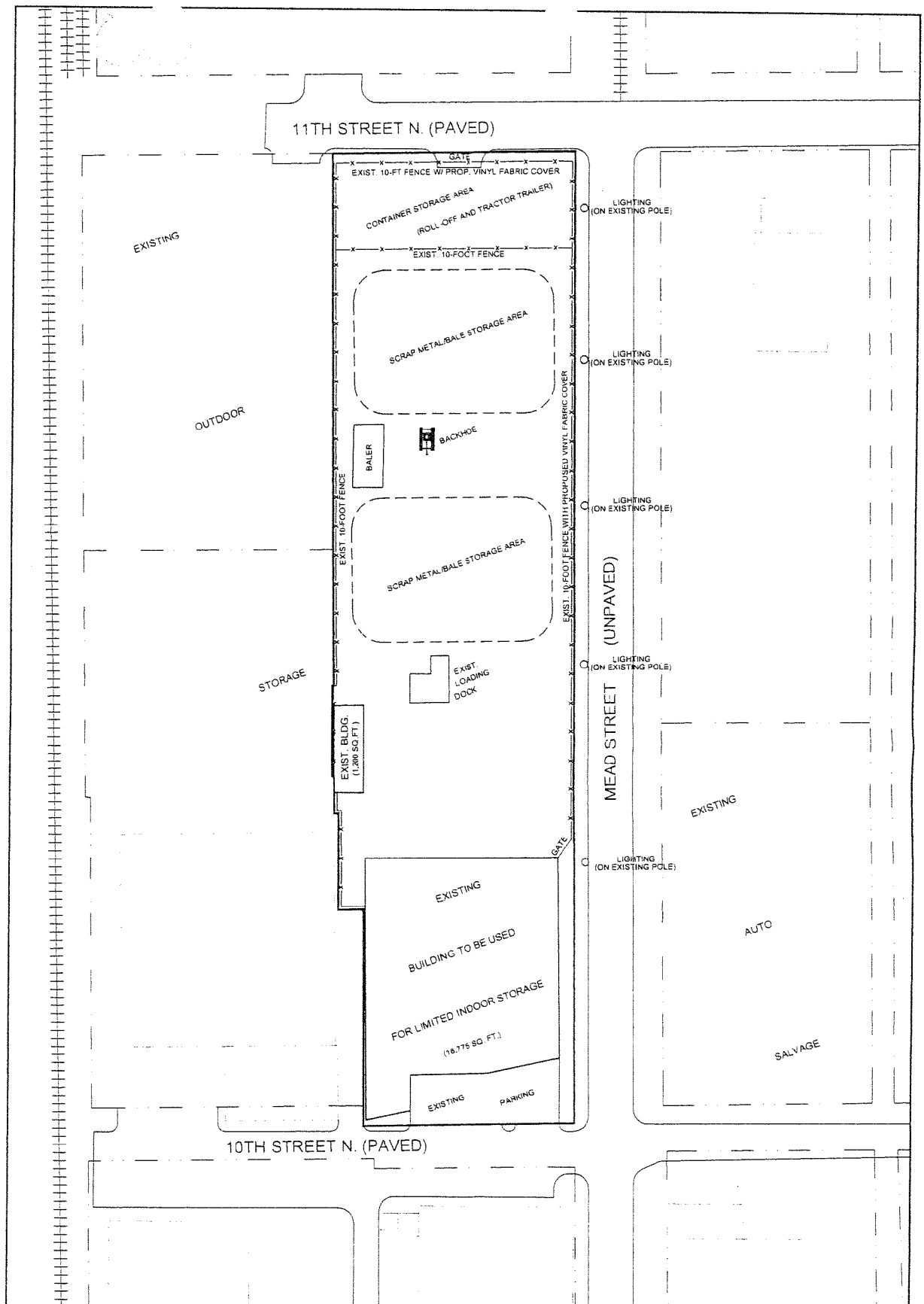
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney



SITE PLAN

CON2009-24

AMERICAN CAN, INC.
METAL STORAGE AND DISTRIBUTION



SCALE: 1" = 60'





INTEROFFICE MEMORANDUM

TO: MAPC Members
FROM: Terri Dozal, Neighborhood Assistant, District VI
SUBJECT: **CON2009-00024** 720 E. 10th Street N
City conditional Use for wrecking and salvage in LI Limited industrial zoning, generally located north of 10th Street North and west of Meade
DATE: September 22, 2009

On Wednesday, September 16, 2009 the District VI Advisory Board (DAB) considered City conditional Use for wrecking and salvage in LI Limited industrial zoning, generally located north of 10th Street North and west of Meade

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- This applicant has had other businesses shut down, isn't this a concern? Ordinances have been disregarded before.
- What can we do to make them stay within the regulations?
- If they are approved how will this be reviewed for any concerns?
- What about environmental concerns, who will be monitoring?
- Is there sanitary sewer in the area?
- What does OCI/LAW consider as an appliance?
- What type of fencing is to be used?

One member of the public asked who would monitor the business and enforcement if needed. He has a concern for rodents, heavy vibration from nailing and what type of fence would be used. Another member of the public asked if this case was approved to please make sure the conditions are followed.

******Action** The District VI Advisory Board members made a motion to recommend to City Council Approval (5-0) of the conditional use request based on staff recommendations with stipulation of solid screen fence be included per zoning code.

Please review this information when **CON2009-00024** is considered.

mtd

EXCERPT OF THE SEPTEMBER 24, 2009 MAPC HEARING

Case No.: CON2009-24 - Hong's Equipment Leasing (Owner) / American Can, c/o John Marx (Applicant) / Baughman Company, c/o Phil Meyer (Agent) request City Conditional Use for wrecking and salvage in LI Limited Industrial zoning on property described as:

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31 and 33, Clay's Addition to The City of Wichita, Kansas, and all of the vacated alley adjacent to said Lots, and the East 0.5 feet of the North 14.02 feet of Lot 2, the East 0.5 feet of Lot 4, and the East 0.5 feet of the South 21.06 feet of Lot 6, Clay's Addition to Wichita; and the vacated alley adjacent to Lot 14, Lot 12, and the North 15.5 feet of Lot 10, Arnold and Clark's Addition to Wichita, Kansas, except for the West 0.4 feet of said vacated alley adjacent on the North 15.5 feet of Lot 10, the West 0.4 feet of said vacated alley adjacent to Lot 12, and the West 0.4 feet of vacated alley adjacent on the South 21 feet of Lot 14, Arnold and Clark's Addition; and a tract of land in the Southeast Quarter of the Northwest Quarter of Section 16, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as a tract of land beginning at the Southeast corner of Lot 1, in Clay's Addition, thence South along the West right-of-way for Mead Street to the North right-of-way line for 10th Street, thence West 140 feet, thence North to the Southwest corner of Lot 1, Clay's Addition; thence East along the South line of said Lot 1 to the place of beginning, generally located north of 10th Street North and west of Meade Avenue (720 E 10th Street N.).

BACKGROUND: The applicant is requesting a Conditional Use to permit storage of scrap metal waiting to be processed and storage of bales of scrap metal on the LI Limited Industrial ("LI") zoned 2.26-acres site. The Unified Zoning Code (UZC) definition of a "wrecking/salvage yard" includes the proposed use: "...a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards." The UZC, Art III, Sec III-D.6.e, requires a Conditional Use for a wrecking/salvage yard in the LI zoning district. The term "wrecking/salvage yard" shall not include the storage of salvage materials as permitted in Section 19-22(c) of the Sedgwick County Code; Art II, Sec II-B.14.q.

Per the UZC, Art II, Sec II-B.14.q, the conditions for Conditional Use for a wrecking/salvage yard in the LI zoning district are:

- (1) Is not abutting an arterial street, expressway, or freeway;
- (2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
- (3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

The site is located between 10th and 11th Streets North, on the west side of Mead Avenue. 10th and 11th Streets are paved and curbed local streets, both ending at the recently raised railroad tracks, located a block west of the site. Mead is an unimproved, gravel and dirt local street. As shown on the site plan, there is an existing 10-foot fence around the proposed storage area. Site inspection reveals a 10-foot tall chain link fence, with three-strands of barbed wire around the proposed storage area; the fencing is not in compliance with UZC, Art II, Sec II-B.14.q.3. The site plan shows a main existing building with parking along the 10th Street side and a small, existing outbuilding. The main existing building will be used to store certain metals; copper, aluminum, etc. The site plan also shows an existing loading dock, two proposed metal storage areas, a proposed container storage area, a bailer and a backhoe. Containers used on the site will be semi trailers and roll off containers. Currently the site looks vacant, with cut wood, a

few RVs/campers, a semi-trailer and miscellaneous junk stored on the sand and weedy storage area. The site plan shows no improvements to the storage area's surface. The site plan shows no proposed lighting, but the applicant has stated that there will be directional security lighting on the site. There will be no signage. The site plan shows one gate onto 11th Street and another onto Mead. The applicant has stated that the proposed site will be used as a secondary site to handle the overflow off of their other facilities. There will be no drop offs at this site from either the public or other businesses and there will be no scales. The site will be open seven days a week, 8:00 A.M. – 5:00 P.M. and have two to four employees on the site.

The area around the site is zoned LI. There are two auto salvage yards and a junk yard located east and northeast of the site, across Mead Avenue. Neither auto salvage yard is screened, but one is fenced. The junk yard has a six-foot metal fence around it, with some stacks of wooden pallets visible above the metal fence. South of the site, across 10th Street, The Yard has a well maintained office-warehouse and storage yard. There is also an office-warehouse, with a loading dock and further south along Mead, outside storage for a welding shop, more auto salvage and office-warehouse. Property abutting the west of the site has a junk yard, an office warehouse and semi-trailers. Property located north of the site, across 11th Street, include Cargill owned grain elevators, with associated trucks, and office – warehouse. Staff found no case history on the existing auto salvage yards and junk yards in the area; these facilities are not in compliance with the UZC. The 1997, 2000, 2003 and 2006 aerials show junk yards and auto salvage yards (including the Mosley Avenue yards, noted below) of varying sizes in the area.

There are more auto salvage yards (two) located along Mosley Avenue, a block east of the site. Mosley marks the east boundary of this LI zoned area. The raised railroad tracks mark the west side of this LI zoned area. The tracks form a physical and visual barrier between this LI area and the mostly residentially zoned area located on the west side of the raised tracks. The east to west streets in this area between Murdock on the south and 13th Street on the north, end at the raised railroad tracks.

CASE HISTORY: The portion of the site proposed to be used for the storage of scrap metal waiting to be processed and storage of the bales was recorded as Lots 1-33, odd, the Clay's Addition, October 16, 1884. The south portion of the site, which contains the existing office building with parking (and a portion of the storage area) is not platted. A 20-foot wide vacated alley, abutting the west side of the site is part of the application area; vacated April 10, 1968.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Grain elevators, office – warehouses
SOUTH:	LI	Office-warehouses, outside storage yard, auto salvage yard
EAST:	LI	auto salvage yards, junk yard
WEST:	LI	Office-warehouse, junk yard, raised railroad tracks

PUBLIC SERVICES: The subject property has direct access to Mead Avenue, 10th and 11th Streets North. 10th and 11th are paved, local streets, both ending at the recently raised railroad tracks and ground level track/right-of-way (ROW), located a block west of the site. 10th Street has 29 - 50 feet of full ROW in this area, between Mosley Avenue and the raised railroad tracks. 11th Street has 50 feet of full ROW in this same area. Mead is an unimproved, gravel and dirt local street, with 60 feet of full ROW. The 2030 Transportation Plan shows no changes to these streets. There are no CIP projects for these streets. No traffic counts are available at this site. However the Mosley Avenue – 13th Street North – Murdock Avenue intersections shows 5,848 – 15,526 trips per day; these roads are the nearest arterials to the site. Bids will open for a CIP on the 13th and Mosley intersection. All utilities are available to the subject site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the general location as appropriate for “Employment/ Industry Center”

development. The Land Use Guide identifies salvage yards as appropriate for land identified for “Processing Industry” uses, which promotes more intensive land uses than the “Employment/ Industry Center” classification. There are numerous junk yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area since at least 1997. The applicant’s Conditional Use application for the storage of scrap metal waiting to be processed and storage of the bales, is an attempt to get in compliance with the current UZC; this appears to be the first application in this area of non compliant auto salvage yards and junk yards. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site meets these locational guidelines for industrial development, with the raised railroad tracks preventing the expansion of these uses, and their traffic going through and into the residential area located west of the raised railroad tracks.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following conditions:

1. The Conditional Use shall permit the bailing of scrap metal, the storage of scrap metal waiting to be processed and the storage of scrap metal bales. No drop offs are permitted at this site from either the public or other businesses and there will be no scales permitted. Containers used on the site will be semi trailers and roll off containers. No sale of scrap metal is permitted on-site. In no event shall the Conditional Use authorize auto salvage, auto storage, dismantling of vehicles on the site, sale of vehicle parts on the site, dismantling and/or salvaging of machinery, equipment, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, or discarded materials; and/or for the sale of parts thereof.
2. The site will be open seven days a week, 8:00 A.M. – 5:00 P.M.
3. Prior to commencing operation permitted by this Conditional Use, the applicant shall contingent dedicate 13 feet of ROW or as needed to align the site’s 10th Street North frontage with the abutting western and adjacent eastern properties.
4. The site shall be developed and operated in compliance with all of the conditions of UZC, Art II, Sec. II-B.14.q, including the use of approved fencing or wall materials.
5. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
6. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
8. No scrap metal waiting to be processed and/or scrap metal bales shall be visible from ground-level view from 10th Street, 11th Street, Mead Avenue or abutting properties.
9. Storage of all of scrap metal waiting to be processed, scrap metal bales and containers shall be in an orderly manner with an exposed perimeter as specified by Environmental Services to prevent rodent harborage and breeding.

10. The applicant shall maintain at all times an active program for the eradication and control of rodents.
11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
15. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
17. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The staff's recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area around the site is zoned LI. There are two auto salvage yards and a junk yard located east and northeast of the site, across Mead Avenue. Neither auto salvage yard is screened, but one is fenced. The junk yard has a six-foot metal fence around it, with some stacks of wooden pallets visible above the metal fence. South of the site, across 10th Street, the Yard has a well maintained office-warehouse and storage yard. There is also an office-warehouse, with a loading dock and further south along Mead, outside storage for a welding shop, more auto salvage and office-warehouse. Property abutting the west of the site has a junk yard, an office warehouse and semi trailers. Property located north of the site, across 11th Street, include Cargill owned grain elevators, with associated trucks, and office – warehouse. Staff found no case history on the existing auto salvage yards and junk yards in the area; these facilities are not in compliance with the UZC. The 1997, 2000, 2003 and 2006 aerials

show junk yards and auto salvage yards (including the Mosley Avenue yards, noted below) of varying sizes in the area.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI. A wrecking and salvage yard may be permitted with a Conditional Use in the LI zoning district. Storage of scrap metal waiting to be processed and storage scrap metal bales and containers holding scrap metal is included in the definition of wrecking and salvage yard in the UZC. The site not abutting an arterial street, expressway, or freeway, and is not out of character with the area's existing, non compliant auto salvage yards and junk yards
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental affects on nearby property should be minimized by the recommended conditions of approval, which include screening. Approval of the Conditional Use and its conditions will be a first for the area's existing, non compliant auto salvage yards and junk yards
4. Conformance of the requested change to adopted or recognized Plans/Policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the general location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. There are numerous junk yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area since at least 1997. The applicant's Conditional Use application for the storage of scrap metal waiting to be processed and storage of the bales, is an attempt to get in compliance with the current UZC; this appears to be the first application in this area of non compliant auto salvage yards and junk yards. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site meets these locational guidelines for industrial development, with the raised railroad tracks preventing the expansion of these uses, and their traffic going through and into the residential area located west of the raised railroad tracks.
5. Impact of the proposed development on community facilities: All utilities are available to the site. The use of this property should have limited impact on community facilities, with the exception of the impact on Mead Avenue, which is an unimproved local street with 60 feet of ROW.

FOSTER commented on the ten pages received from Cargill as a hand out on this case and said he assumed these were received after the Staff Report was prepared. He said the "legalize" is confusing.

LONGNECKER responded "yes," the letter was received after the Staff Report was prepared and mailed out with the meeting agenda. He said Horizon Milling is in opposition of the proposal because they believe this will be a habitat for rats and vermin which are not welcome at milling sites. He said staff has put in the standard conditions for weed and environmental controls to try to keep the site clean so vermin won't be a concern.

DIRECTOR SCHELGEL asked if City Code required rodent control for salvage yards.

LONGNECKER referenced condition #9 and stated that it would be a code enforcement issue. He added that the “legalize” did not add conditions beyond the conditions recommended by staff. He said basically GBRB are letting the applicant know that beyond the City’s remedy, they are willing to take the applicant to civil court if they can’t keep the site in compliance. He said it was an unusual document and that it was a separate contractual agreement between the applicant and a neighboring business.

HILLMAN referenced item #6 and asked what surface is approved by OCI, since he knows there is loose gravel in the area. He asked if the items would be stored on pallets or directly in contact with the ground.

LONGNECKER said gravel is a typical surface for this type of operation. He added that it is weed free also.

MARNELL commented that in the letter from the milling operation they indicate that the letter from Baughman went to the wrong Cargill address. He asked if this was the address used for the official hearing notice sent to adjacent property owners and if staff had the proper address.

LONGNECKER said the notice was sent to the corporate office as shown on the parcel title.

HENTZEN asked if the rodent control requirements were also applicable to the Cargill mill located across the street from the site.

LONGNECKER said Cargill is operating “by right” in this zoning and that they are up to code.

HENTZEN commented that he worked in flour mills and grain bins during WWII and that he met some pretty big rats at those operations. He said he didn’t know you had to worry about rats in car lots.

FOSTER asked staff if they felt, based upon the letter from the milling operation, that proper notification was given of the case.

LONGNECKER responded yes, the addresses were provided by a certified title company.

HILLMAN said he has a great deal of empathy for the milling operation. He said there are numerous opportunities to harbor rats in the area. He said Central Inspection needs to get out there and correct the other problems in the area.

RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT said he had a short presentation. He said they have been working with City staff on crafting conditions for the application that would not be lengthy and confusing. He said what is listed in the report is the standard language for all salvage and wrecking yards. He clarified the letter sent to adjacent property owners concerning the type of scrap metal to be processed including appliances. He said because of the appliances, the proposal did not meet the code definition of recycling and processing center, which is permitted “by right” at this location. He said they would be able to recycle cans, copper and other recyclable materials without a conditional use, except for the appliances. He said there will be no public waste items and that material will be trucked on site, bailed, crushed, and stored until marketed. He said there will be no public drop offs or sales from the property. He said as far as rodents are concerned, they will meet the standard conditions for any auto salvage yard as listed in the City Code, which he quoted states in part that stored material will not be in direct contact with the ground. He said they believe the conditions listed in the Staff Report already address concerns regarding rodents. He said they believe this is an appropriate location for this type of operation since the site is tucked away from public view. He commented that one issue that was discussed at the DAB meeting was the proposed screening, and added that is one contention they have with the Staff Report. He said they are proposing the use of fabric screening such as

what is used at tennis courts. He said they believe this is a “win-win” situation and mentioned screening on adjacent properties that is substandard and not up to code. He said this compromise position will allow the applicant to utilize the existing 10-foot chain link fence. He referred to several photos-chopped pictures that demonstrated what the screening would look like at various sites around the City. He said although the site will be much more visible, they believe the screening does a pretty good job. In addition, he said they would be willing to meet screening code requirements along the 11th Street frontage. He mentioned that Baughman sent letters to the thirteen property owners adjoining the site, and that the Ownership List and addresses were furnished by First American Title. He said they were not attempting to circumvent anyone’s input and that this was an unfortunate incident that happens from time to time. He concluded by requesting a waiver of the screening.

DIRECTOR SCHLEGEL asked if Baughman and the applicant have discussed the fencing alternative with adjacent property owners.

EWY said it was discussed at the DAB meeting. He said GBRB Properties was present and did not have much of an opinion, he said they were more concerned about the operation itself. He added that the DAB did not support the application.

HILLMAN clarified that there would be solid fencing on 11th Street, adjacent to Cargill.

EWY commented that was one option.

MILLER STEVENS asked about the expected life term of the proposed fabric material.

EWY showed several pictures of the fabric which he said had a life expectancy 5-10 years. He said they discussed wood and stacking bricks, which generally need to be replaced every 5 years. He said this will be an economic advantage to the land owner as well as the fact that it will be quicker to replace than rebuilding. He said they also discussed stackable concrete blocks around the perimeter of the site. He said they felt keeping the 10-foot chain link fence in place was best for everyone’s interests including security.

HILLMAN asked why they picked this site in particular; one without an elevated rail system or rail system immediately adjacent to it.

EWY said they will not be shipping by rail, that items will be trucked on and off the site. He said the aerial was old enough that it still included a rail bed, but that there was no rail access south of 11th Street. He said this area was chosen because of its close proximity to other American Can sites and that there are complementary land uses in the area.

STEVE MATSON, HORIZON MILLING, 715 EAST 13th STREET said they own property north and west of the proposed wrecking /salvage yard operation. He mentioned the second paragraph of his letter and said he was explaining his late response to the proposal and was not trying to insinuate any impropriety. He stated that as a food processing plant they strongly oppose having American Can and Scrap adjacent to their facility. He said they are a food company; they make flour that goes to bakeries that in turn use the flour to make the food families all eat – such as a loaf of bread at the local grocery store. He said they receive grain on their property in multiple areas. He said food safety is their number one concern and that their commitment to it is steadfast. He said they cannot and will not compromise on food safety. He said their customers (bakeries and retail stores) rely on them to provide safe, wholesome ingredients for the products they make and sell to families. He said placing a wrecking/salvage yard next to the food processing plant will increase the risk of rodent harborage and activity, directly impacting the food safety at the mill, which produces 2.8 million pounds of flour daily. He said they believe this is an

unacceptable risk that will impact people within Wichita and across North America. He said they are also concerned because as many as 150 trucks exit the property everyday and that traveling next to the proposed wrecking/salvage yard will potentially create logistical difficulties and/or damage to vehicles due to the potential increase of debris in the road. He concluded by saying that Cargill is committed to the Wichita community. He said they employ more than 1,200 people in Wichita and contribute thousands of dollars and many volunteer hours to the community each year. He said he hoped the Commission will take their concerns under thoughtful consideration.

MITCHELL said he thought the proposal was a considerable upgrade to what was at the site now.

MATSON said if the conditions are enforced, it could be a great start for the area.

DENNIS said he wanted to “go on record” that although **MR. MATSON** was his neighbor, he did not influence his voting.

FOSTER commented that since materials have to be stored at least 18 inches above ground level that helps him with his decision on this case.

MATSON commented that if material is stored properly it helps tremendously for harborage of rodents. He said Cargill spends quite a bit of money on their program to prevent infestations. He said if the product is stored over 18 inches off the ground, there is a proper barrier and no weeds – opportunity for infestation is much less.

HILLMAN said he appreciated **MR. MATSON**’s thoughts on the proposal. He mentioned staff photos of the area which showed tall grass and weeds and commented that the City and Code Enforcement has done a poor job in this area and he apologized.

CHAIRMAN VAN FLEET asked if Cargill would be interested in sharing their anti-rodent plan with the applicant.

MATSON said they would share information with American Can because rodents, pigeons and mice carry bad diseases and are of high concern to flour or food processing plants. He said they have a program of control and prevention and support approved traps which are monitored on a weekly basis. He said if there is ever any increase in activity, they find the cause and eliminate it.

YOGESH PARIKH, 700 EAST 10th STREET, NORTH said his facility is located west of the site. He said from his perspective rodents are not the main concern but vibrations from equipment and debris and small particles of metal that will come to their facility as a result of the proposed use.

FOSTER asked if **MR. PARIKH** had any concerns about the proposed screening.

EWY commented that they have had discussions with **MR. PARIKH** over the past week. He said the bailer could be moved to the north and east further away from the **MR. PARIKH’S** machine shop. He said they don’t think that location would interfere with other land uses. He said they could modify the site plan to move the bailer as far away from **MR. PARIKH’S** business as is feasible. He also mentioned that the metal shredder could be excluded at the site.

MARNELL asked for clarification of the fencing/screening.

LONGNECKER stated that alternative screening would be installed on the west and east sides of the site and solid screening on the north.

EWY said they were offering solid screening along 11th Street because it is open to a certain amount of traffic. He said the east and west sides of the site are not going to be in the public view as much as 11th Street.

MARNELL asked if he was misinterpreting the aerial photo, but didn't 11th Street dead end?

EWY explained improvements and curb cuts along 11th Street.

MARNELL said then fundamentally 11th Street is a Cargill truck entrance.

FOSTER mentioned the revised site plan in condition #7 and the valid concern of the neighbor regarding vibration.

EWY said placement of the bailer at the midpoint of the site was so that unprocessed scrap could be on one side and processed scrap metal on the other side. He said as long as the backhoe can pivot on site, the bailer can be placed anywhere on the site that the MAPC considers appropriate. He mentioned the northeast corner.

BILL LONGNECKER, Planning Staff presented the staff report.

MOTION: To approve subject to staff recommendation with the exception of changing condition #4 and support applicant's use of nylon fencing on all sides of the site (no solid fence on the north); add an additional provision prohibiting a shredder on the site; and that the site plan be worked out with the Planning Director for location of the bailer/crusher.

MARNELL moved, **DOWNING** seconded the motion, and it carried (12-0).

DENNIS said he was going to support the motion. He said even though he is concerned about rodents, he believes this is an improvement in the area. He also mentioned getting OCI in the area to make sure that everyone else is in compliance with the UZC.

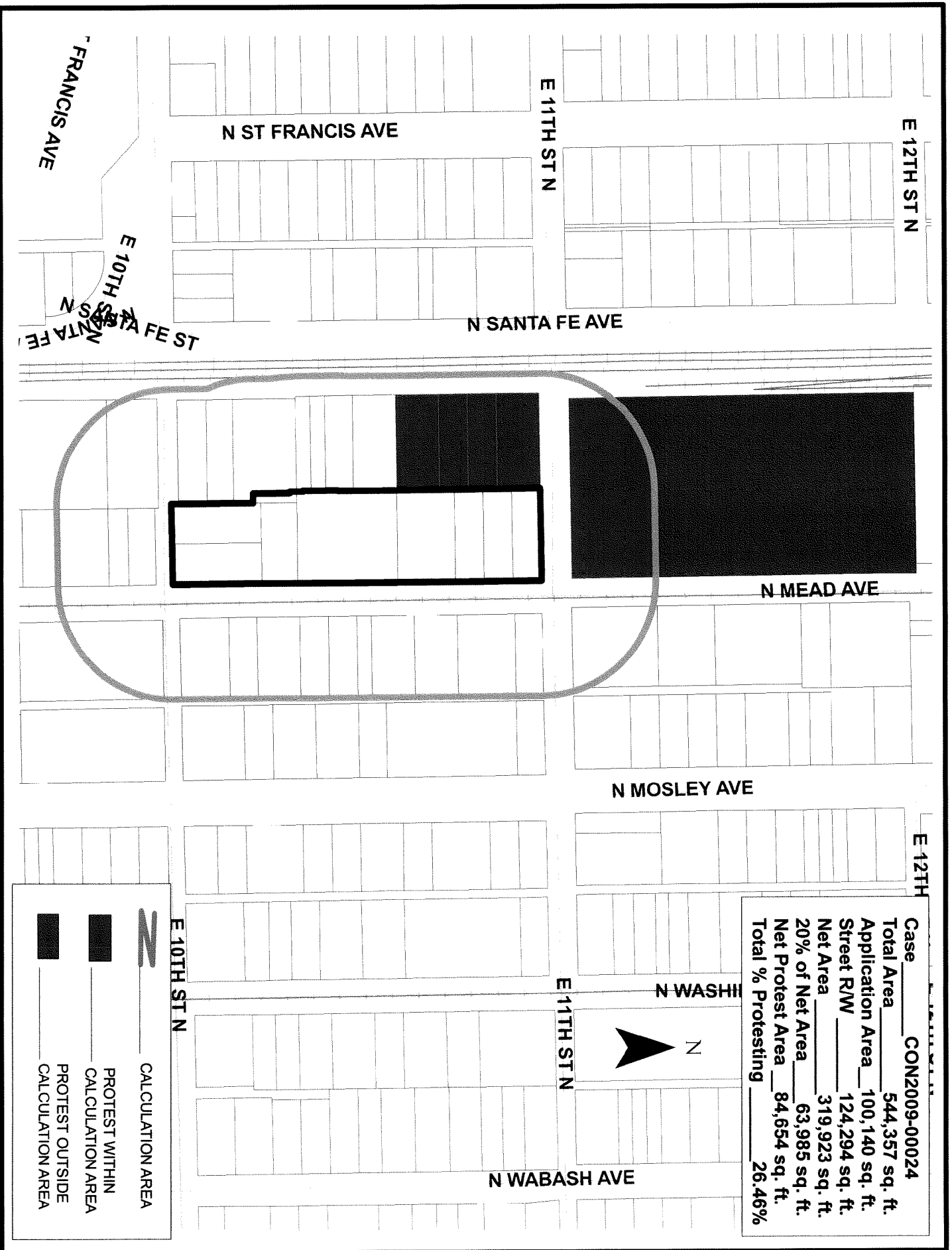
B. JOHNSON asked about a provision that if there is a rodent problem, that this conditional use be voided.

LONGNECKER said staff could put more specific language under condition #9 that if rodents do become a problem, that would cause this conditional use to become null and void.

DIRECTOR SCHELGEL said he thought that was covered pretty well under condition #17.

MITCHELL asked how do you find out which lot the rats came from.

LONGNECKER commented that the item will need to go to City Council to ask for a waiver of the screening standards.



HORIZON MILLING™

September 23, 2009

Dale Miller
Current Plans Manager
Metropolitan Area Planning Department
(316) 268-4421
dmiller@wichita.gov

Dear Dale:

I am writing to express our opposition to American Can & Scrap, Inc.'s application to allow a wrecking/salvage yard operation adjacent to our Horizon Milling flour mill. Horizon Milling is a Cargill company. Cargill owns property both north and west of the proposed wrecking/salvage yard operation.

American Can & Scrap's engineering firm, Baughman Company, sent their letter to the wrong Cargill location in Wichita, so the flour mill that is in fact adjacent to the proposed wrecking/salvage yard did not receive the letter until yesterday, giving us very limited time to respond. An due to the delay in receiving the notification we in fact also missed the opportunity to voice our concern at the District Advisory Board #6 , that occurred Wednesday, September 16, 2009.

We strongly oppose having American Can & Scrap adjacent to our facility. We are a food company. We make flour that goes to bakeries that in turn use the flour to make the food our families all eat – such as a loaf of bread at the local grocery store.

We receive grain on our property in multiple areas. Food safety is our number one concern and our commitment to it is steadfast. We absolutely cannot and will not compromise on food safety. Our customers (bakeries and retail stores) rely on us to provide safe, wholesome ingredients for the products they make for and sell to our families.

Placing a wreckage/salvage yard next to our food processing plant will increase the risk of rodent harborage and activity, directly impacting the food safety at our mill, which produces 2.8 million pounds of flour daily. We believe this to be an unacceptable risk that impacts people within Wichita and across North America.

We also are concerned because as many as 150 of our trucks exit our property every day. Traveling next to the proposed wreckage/salvage yard will potentially create logistical difficulties and/or damage to vehicles due to the potential increase of debris in the road.

Cargill is committed to the Wichita community. We employ more than 1,200 people in Wichita and contribute thousands of dollars and many volunteer hours to the community each year. We hope you will take our concerns under thoughtful consideration.

We look forward to discussing this matter with you further. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Matson". The signature is fluid and cursive, with the first name "Steve" and last name "Matson" clearly distinguishable.

Steve Matson
Facility Manager
Horizon Milling

(316) 292-2252 (office)
steve_matson@cargill.com

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: SUB 2009-58 -- Plat of Hobbs Village Addition located west of Hydraulic, north of 47th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of five lots on .83 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Water and sewer improvements will be handled through a private project. A petition has previously been submitted for the paving of Victoria.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

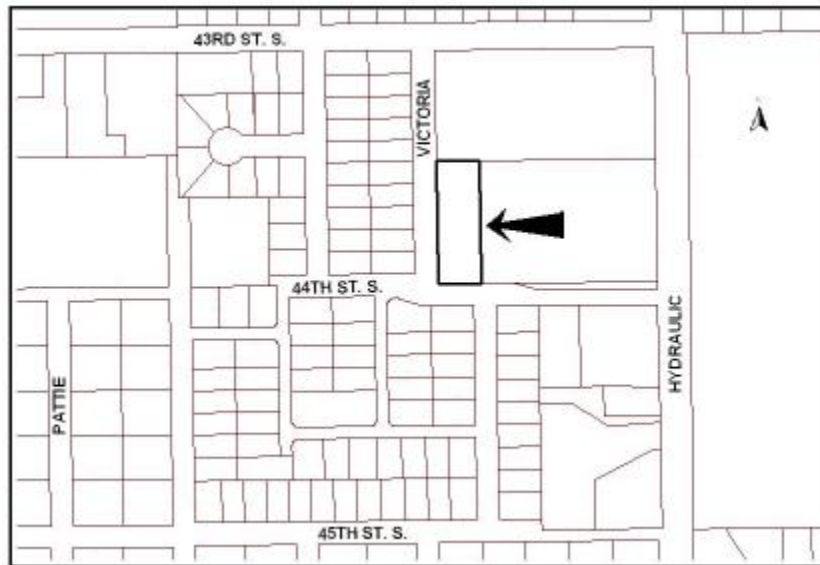
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None.

Recommendations/Actions: Approve the plat and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
November 3, 2009

TO: Wichita Housing Authority Board Members

SUBJECT: 2009 Capital Fund Stimulus Grant Procurement

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: In February, 2009, the U. S. Department of Housing and Urban Development (HUD) announced the award of \$2.985 billion in additional Capital Funds to public housing authorities (PHAs) throughout the nation as a part of the American Recovery and Reinvestment Act of 2009 (ARRA). This funding is expected to substantially modernize thousands of public housing units. PHAs were to give priority to projects that are ready to begin construction rapidly and to prioritize construction that will increase energy efficiency and lower the long term costs of operating the Public Housing units.

The Wichita Housing Authority was allocated \$1,265,098 in ARRA Capital Fund Grant funds, which are budgeted for the replacement of 400 residential furnaces in an action approved by the Wichita Housing Authority Board on April 7, 2009. This amount is in addition to the \$1,009,696 that the Public Housing Program has received for the normal 2009 Capital Fund Grant, which was released September 15, 2009.

Analysis: The Department of HUD has directed public housing authorities to adopt the attached procurement addendum. This will incorporate unique ARRA procurement policy as an addition to the current Wichita Housing Authority Procurement Policy.

Legal Considerations: This addendum will bring the Wichita Housing Authority Procurement Policy into compliance with ARRA regulations.

Financial Considerations: No local tax funds will be required for Capital Fund Program.

Goal Impact: The modernization of Public Housing rental units contributes to the City Goal of Economic Vitality and Affordable Living.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board adopt the Resolution and authorize the necessary signatures.

Attachments:

Addendum 1 to the City of Wichita Housing Authority Procurement Policy
Resolution

RESOLUTION NO. H- 09-02

**A RESOLUTION FOR THE ADDITION OF
FUND STIMULUS GRANT AND APPROVAL OF THE RELATED BUDGET**

- WHEREAS, The Department of Housing and Urban Development (HUD) has awarded \$1,265.098 in Stimulus Capital Funds to the Wichita Housing Authority as a part of the American Recovery and Reinvestment Act of 2009 (ARRA);
- WHEREAS, The need to expend these grant funds is considered a public exigency by the U. S. Department of Housing and Urban Development;
- WHEREAS, The City of Wichita Housing Authority recognizes the need to conserve energy and reduce operational costs for the Wichita Housing Authority by replacing aged furnace units in 348 single-family dwellings, 50 garden apartments and two apartment multi-purpose buildings with high-efficiency furnace units; and
- WHEREAS, The Wichita Housing Authority Board has the authority to adopt the ARRA addendum to the Wichita Housing Authority Procurement Policy;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WICHITA HOUSING
AUTHORITY AS FOLLOWS:**

Acting on behalf of the City of Wichita Housing Authority Board, as its Chairperson, I authorize the addition of the ARRA addendum to the Wichita Housing Authority Procurement Policy.

**CITY OF WICHITA
HOUSING AUTHORITY BOARD**

ATTEST:

Carl Brewer 11/3/09
Chairperson and Mayor

Karen Sublett 11/3/09
City Clerk

Addendum 1

to the

City of Wichita Housing Authority Procurement Policy

SPECIAL PROVISIONS ASSOCIATED WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following provisions pertain only to procurement transactions paid with Capital Fund Recovery Grants (CFRGs) funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

- A. **Origin of Manufactured Products.** All products (supplies, materials and equipment) secured under individual procurement transactions exceeding \$100,000 must be manufactured in America. The Wichita Housing Authority will retain on file evidence demonstrating compliance with this provision.
- B. **Inapplicability of State and local laws.** State and local laws do not apply to procurement transactions under this section.
- C. **Use of the Non-Competitive Method of Procurement.** The need to expend grant funds is considered a public exigency by U. S. Department of Housing and Urban Development and the Wichita Housing Authority may use this declaration as the basis for using the non-competitive proposals method of procurement in accordance with the standards set forth under 24 CFR 85.36(d)(4).
- D. **Eligibility of Expenses.** The Wichita Housing Authority may not use grant funds to support housing operations. Prohibited purchases include, but are not necessarily limited to: management improvements, including training, travel, salary costs, maintenance programs, occupancy programs, social services, consulting services (other than architectural, engineering and other types of services related to physical improvements); office equipment and furniture; and maintenance equipment.

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Community Events – Turkey Trot
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Enszt of Clark Enszt, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure requests have been submitted:

Turkey Trot, Saturday November 21, 2009 8:00 - 11:00 am, Sim Park

- § Sim Park Drive, West entrance of Old Cowtown Museum.
- § Amidon, Murdock to West entrance of Old Cowtown Museum.
- § Amidon, Murdock to 12th Street North, one lane.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Connecting Link Agreement for State and Federal Highways (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Sections of federal and state highways within the city limits of Wichita are designated as Connecting Links by the Kansas Secretary of Transportation. These connecting links include the Interstate Routes (I-135, I-235 and I-35), Federal Highways (US 54, US 81 and US 400), and State Highways (K-2/42, K-15, K-96 and K-254).

Kansas statutes provide that the Secretary of Transportation shall be responsible for maintenance of all fully access controlled (freeway) connecting links. The statutes also authorize the Secretary to enter into agreements with cities for the maintenance of other connecting links. If the Secretary does not maintain the connecting link, the City shall be reimbursed \$3,000 per lane mile for all connecting link mileage within the city limits.

Analysis: Because of the recent completion of improvements to Kellogg from Edgemoor Drive to Govenour Road, full access control is now provided for this section of US 54 and US 400. As a result, Kansas Department of Transportation (KDOT) will assume the maintenance responsibility for this roadway. The total mileage that the City is responsible for maintaining will be reduced from 35.298 to 29.296 lane miles.

The Connecting Links that the City will continue to maintain include:
Kellogg (US 54/400) - 119th St. W. to ½ mile west of Maize Road
Kellogg (US 54/400) - From Gouverneur Road to east limits of City of Wichita.
Broadway/47th St. S. (US 81) – 59th St. S. to 47th St. S., then east to I-135
Southwest Boulevard (K2/42) – Hoover Road to US 54
Southeast Boulevard (K-15) – Kansas Turnpike to I-135

Financial Considerations: The City is reimbursed for maintenance expenditures at the rate of \$3,000 per lane mile, which is a continuation of the \$3,000 per lane mile from the existing agreement. The decrease of the number lane miles results in a proportionate decrease in the reimbursement. Total reimbursement to the City will decrease from \$105,894 to \$87,888.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing funding for maintenance of a vital vehicular transportation route.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Connecting Link Agreement and authorize the necessary signatures.

Attachments: Computation of City Connecting Link payment to the City, resolution, special agreement

for maintenance of City Connecting Links

District No. Five
City Wichita
County SEDGWICK-087

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL AGREEMENT FOR MAINTENANCE OF CITY CONNECTING LINKS

This Special Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Wichita, Kansas, hereinafter referred to as city.

The parties mutually agree as follows:

1. In accordance with the provisions of this Special Agreement, including all documents attached and incorporated herein the maintenance of the roadway designated below is provided for during the term of this Special Agreement, except as specifically provided herein.

Route Number	DESCRIPTION	Number Of Lanes	*Route Miles	*Lane Miles
U054	Beginning at a point on US-54 which is 3.901 miles west of the center line of the median of Route I-235, thence east to a point 3.130 miles east of the center line of the median of Route I-135.	4	4.192	16.768
U054		6	9.822	58.932
U054		8	2.109	16.872

*In computing net mileage where routes overlap, use mileage of one route only.

Distribution:

Bureau of Fiscal Services (Original)
 Bureau of Transportation Planning
 Bureau of Construction and Maintenance
 District Office
 Area Engineer
 Metro Engineer
 City

Email Notification:

Bureau of Design
 Bureau of Local Projects
 Bureau of Traffic Engineering

Total Route Miles	16.123
Total Lane Miles	
Two Lane	
Four Lane	16.768
Five Lane	
Six Lane	58.932
Seven Lane	
Eight Lane	16.872
TOTAL	92.572

SPECIAL AGREEMENT FOR MAINTENANCE OF CITY CONNECTING LINKS

2. Maintenance by the Secretary shall be limited to that part of the freeway within the fenced portion of the right of way or within the access control lines where no fence exists. Such maintenance obligation shall not include the maintenance rearranged, relocated, or reconstructed portions of the local street system made necessary by and constructed in conjunction with the facility, regardless of whether such portions of the local street system be inside or outside of the access control lines.
3. Maintenance by the Secretary shall include:
 - a. Surface and shoulder, including interchange ramps.
 - b. Structures carrying connecting link traffic including structures on interchange ramps.
 - c. Below the bottom plane of the deck floor on structures carrying traffic over the facility on local streets.
 - d. Deck drainage system to ground elevation where facility is on elevated structure.
 - e. Mowing, erosion control work, landscaping, fences and drainage systems except where facility is on elevated structure.
 - f. Snow removal and ice control.
 - g. Maintenance of traffic regulatory, informational and warning signs.
 - h. Those items listed on Attachment A, attached hereto and made a part of this agreement.
4. Responsibility for maintenance of the lighting systems, or any portion thereof, shall be as listed on Attachments A and B of this Special Agreement.
5. The City agrees:
 - a. To maintain the right of way, frontage roads and access streets constructed in connection with the connecting link and lying outside of the fenced portions of the local street system rearranged, relocated or reconstructed made necessary by and constructed in conjunction with the facility and lying inside or outside of the access control lines.
 - b. To maintain all structures carrying traffic over the connecting link on local streets above the bottom plane of the deck floor and approaches thereto.
 - c. To maintain all local streets carrying traffic under the connecting link including local streets through interchange areas.
 - d. To maintain traffic signal equipment located at the intersection of interchange ramp termini with local trafficways
 - e. To maintain the area beneath the structure where the facility is on elevated structure.
 - f. To make street cleaning and maintenance equipment, with operators, available from time to time when available and requested by the Secretary and at rates per hour to be determined by agreement between the parties.
 - g. To maintain those items listed on Attachment B, attached hereto and made a part of this agreement.
6. Maintenance under this Special Agreement does not include major bridge repair for which the Secretary and the City may enter into a separate agreement. Major bridge repair shall mean:
 - a. Major Deck Repair
 - b. Girder Repair
 - c. Abutment Repair
 - d. Pier Repair
 - e. Bridge Painting
7. This Special Agreement shall be in addition to the most recent City Connecting Link Maintenance Agreement entered into by and between the parties and shall supersede and terminate any previously existing Special Agreement.
8. This Special Agreement may be terminated by either party thirty calendar days after written notice of the intention to terminate is given to the other party, or by execution of a subsequent Special Agreement for Maintenance of City Connecting Links.

SPECIAL AGREEMENT FOR MAINTENANCE OF CITY CONNECTING LINKS

9. By entering into this Agreement, the Secretary does not waive or alter rights granted by any statute or agreement with the City to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this agreement.
10. The 52 map(s) attached hereto, showing the maintenance responsibilities of the parties, is(are) hereby fully incorporated in and made a part of this agreement.
11. It is further understood that this Agreement in addition to any Special Agreement for maintenance shall be binding upon the Secretary and the City and their successors or assigns in office.

This agreement will become effective the 1 day of _____ 20

SECRETARY OF TRANSPORTATION

By: _____ Date: _____

Title: _____

Attest: _____ City of _____, Kansas

City Clerk

Mayor

Date

RECOMMENDED

District Engineer

Chief, Bureau of Construction and Maintenance

Approved as to form

Gary E. Rebenstorff
Gary E. Rebenstorff, City Attorney

SPECIAL AGREEMENT FOR MAINTENANCE OF CITY CONNECTING LINKS

ATTACHMENT "A"

1. KDOT will maintain all tower lighting and roadway lighting on the mainline and interchange areas, including cost of electricity.

SPECIAL AGREEMENT FOR MAINTENANCE OF CITY CONNECTING LINKS

ATTACHMENT "B"

1. City will perform all the mowing and erosion control, as well as landscape and fence maintenance.
2. City will maintain the underground drainage system.
3. City will maintain brick crosswalks.
4. City to maintain all underground sprinkler systems. this will include cost of water to run systems.
5. City will maintain the pump station.
6. City will maintain all the underground drainage holding tanks.
7. City will maintain all the art work on the retaining walls and structures.

RESOLUTION**DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM**

RESOLVED, by the Secretary of Transportation of the State of Kansas this _____ day of _____, that pursuant to the provisions of K.S.A. 68-406 and amendments thereto; the following described streets be designated as city connecting links in the State Highway System for the city and the county below named :


City of Wichita, County of Sedgwick

This resolution was prepared 5/13/2008 It cancels and supersedes the previous resolution dated: 7/21/2006

Route Number	Description	Lanes	Route Miles	Lane Miles
K 15	Beginning on K 15 at a point 1,662.18' southeast of Crystal Dr., thence northwest to I 135.	4	1.175	4.700
K 42	Beginning on K 42 (Southwest Blvd.) at a point 60.33' SW of Hoover Rd., thence NE to the junction of I-235.	4	0.579	2.316
US 54	Beginning on US 54 at the east R/W of 119th St. West, thence east on Kellogg Ave. to the east line of 127th St. E.	8	2.109	16.872
		6	9.822	58.932
		4	4.192	16.768
US 81	Beginning on US 81 (Broadway Ave.) at a point which is 30 ft. N. of 59th St. S., thence N. to 47th St. S., thence E. to I 135.	4	1.957	7.828
K 96	Beginning on K 96 at a point which is 0.97 mile west of the jct. of I 235, thence east to said jct., and beginning again at the jct. of I 135 thence east to a point 50 ft. west of Greenwich Rd.; and from a point 50 ft. N. of 13th St., S. to 50 ft. S. of 13th St.; and from a point on the W. line of the NE 1/4 sec. 15, T27S, R2E, thence SE a distance of 637 ft.; and from a point which is 802.99 ft. north of the north R/W of the KTA, thence south to said R/W line.	4	7.748	30.992
I 135	Beginning on I 135 at a point which is 175.02 ft. south of 47th St. South, thence northerly to a point which is 1,726.28 ft. north of 37th St. North.	6	7.993	47.958
		4	3.051	12.204
I 235	Beginning at the intersection of I 135, at a point which is 2,559.17 ft. southeast of Broadway, thence northwesterly, northerly, and northeasterly to a point which is 48.68 ft. east of Broadway Ave.	4	15.949	63.796
K 254	Beginning at a point which is 96.23 ft. northeast of 45th St. North, thence northeasterly to a point which is on the west R/W line of Hillside Ave.	4	0.133	0.532

City of Wichita, County of Sedgwick

This resolution was prepared 5/13/2008 It cancels and supersedes the previous resolution dated: 7/21/2006

Route Number	Description	Lanes	Route Miles	Lane Miles
RECOMMENDED	 for Chief of Transportation Planning	Total Route Miles	54.708	
RECOMMENDED	District Engineer	Two Lane		
		Three Lane		
		Four Lane		139.136
		Five Lane		
		Six Lane		106.890
		Seven Lane		
		Eight Lane		16.872
		TOTAL LANE MILES		262.898

DISTRIBUTION :

Bureau of Fiscal Services
City
District Office
Bureau of Local Projects
Bureau of Construction and Maintenance
Bureau of Design
Bureau of Transportation Planning
Bureau of Traffic Engineering
Metro Engineer
Area Engineer

Secretary of Transportation
of the State of Kansas

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council Members

SUBJECT: Access to Jobs Vendor Agreement with the Mental Health Association

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Access to Jobs Vendor Agreement with the Mental Health Association.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided over 667,262 rides. By entering into an agreement with the Mental Health Association, Wichita Transit estimates over 1,800 more rides a year to low-income workers. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that nonprofit agencies offer low-income clients who are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Mental Health Association (50%). No city funds will be involved in the Access to Jobs program.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Consideration: The Access to Jobs Vendor Agreement was drafted by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Access to Jobs Vendor Agreement with the Mental Health Association.

ACCESS TO JOBS

Vendor Agreement With the Mental Health Association

This agreement is entered into this 3rd day of November, 2009, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and the Mental Health Association of South Central Kansas (hereinafter referred to as "Vendor"). Hereinafter both "City" and "Vendor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide transportation services for employment purposes under project number KS-37-X001-00, entitled Job Access and Reverse Commute grant program, and

WHEREAS, the Vendor guarantees the ability to provide transportation services in a safe and professional nature, as required by City, to qualified clientele within the geographic boundaries of the City of Wichita.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Term This agreement shall become a legal and binding contract upon signature of same by Parties, effective retroactively from November 3, 2009, until the expiration of the current grant. Grant is of a renewable status, and subsequent application will be made pending upon the demand for service.
2. Compensation Parties expressly understand and agree that payments made to Vendor pursuant to the terms of this agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Termination This agreement may be terminated by either party, upon thirty (30) days written notice, stating the effective date of the termination. Whether this agreement is cancelled by City or Vendor as provided herein, Vendor shall be paid for work satisfactorily completed to date of termination, as long as the provisions applicable to billing and payment have been met by Vendor.
4. Indemnification Vendor shall indemnify, defend, and hold harmless the City of Wichita and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by Vendor of transportation services hereunder or (ii) the failure of the Vendor to fulfill any of its obligations pursuant to this agreement.

5. Duties Vendor shall perform duties pursuant to this agreement as listed in Appendix B. City shall perform duties pursuant to this agreement as listed in Appendix B. All duties listed in the Appendix B are set forth in KS-37-X001-00.
6. Local and Federal Compliance The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions, listed under Appendix A, B, and C.
7. Assignment Neither this agreement, nor any rights or obligations hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other.
8. Amendments This agreement may not be amended unless such amendment is in writing and signed by Parties.
9. Incorporation of Appendices Appendix A, B, and C are attached hereto and made a part hereof.

IN WITNESS WHEREOF, City and Vendor have executed this agreement as of the day and year first above written.

CITY COUNCIL, WICHITA, KANSAS

MENTAL HEALTH ASSOCIATION OF
SOUTH CENTRAL KANSAS

Carl Brewer, Mayor

Rose Mary Mohr, CEO

Attest:

Approved as to form:

Karen Sublett, City Clerk
City of Wichita

Gary Rebenstorf, Dept. of Law
City of Wichita

APPENDIX A GENERAL CONTRACTUAL PROVISIONS FOR VENDORS

It is mutually agreed by and between City and Vendor that it is the purpose of this program that the Vendor provide transportation services to “Eligible Passengers,” as defined herein, in order to provide access to employment and services that facilitate continued employment. The program is named “Access to Jobs.”

GENERAL PROVISIONS

A. Authority to Contract

1. Affirmation of Legal Authority Vendor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor’s governing body, authorizing the signing of this agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Vendor to act in connection with the application and to provide such additional information as may be required.
2. Required Documentation Domestic (Kansas) corporations, limited liability companies, or other business forms requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. Domestic corporations shall furnish a copy of its corporate resolution evidencing the authority to sign this agreement, executed by the corporation’s secretary or assistant secretary.

B. Relationship of Parties

It is agreed that the legal relationship between Vendor and City is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent vendor in providing the services and performing the duties required by City hereunder. Vendor is, at all times, acting as an independent vendor and not as an officer, agent, or employee of City. As an independent vendor, Vendor, and employees of Vendor, will not be within the protection or coverage of City’s worker’s compensation insurance subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall Vendor, and employees of Vendor, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to Vendor.

C. Personnel

1. Qualified Personnel Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any other contractual relationship with City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this agreement.

2. Minimum Wages Vendor shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
3. Employee Conflict of Interest Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Employee Background Checks Parties to this agreement recognize that those entities or persons providing government funded services to the public are subject to public scrutiny. Consequently, by entering into this agreement, Vendor assumes an affirmative and ongoing duty during the term of this agreement to guarantee and maintain compliance with requirements set forth in section 5 below. Such compliance will require the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.
5. Participant Safeguard Vendor certifies that:
 - a. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this agreement or during the term of this agreement shall not be permitted to provide services, administer this agreement, or handle the funds conveyed under this agreement;
 - b. Persons with convictions during the ten-year period concluding on the date of execution of this agreement or during the pendency of this agreement for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, shall not be permitted to interact in any way with persons served pursuant to this agreement;
 - c. Persons having been convicted of a serious driving offense, including, but not limited to, driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this agreement, or during the pendency of this agreement, shall not be permitted to operate a vehicle in which a person served pursuant to this agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118; and
 - d. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to City's Department of Law. The Department of Law's decision shall be final for purposes of compliance with this agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction and shall include being placed into a diversion or deferred judgement program in lieu of prosecution.

D. Prohibition of Conflicts of Interest

1. Interest of Public Officials and Others No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of City or any member of its governing body or other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.
2. Interest of Vendor Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement.
3. Employee Conflicts Situations in which a) an employee of City shall also be an employee of Vendor at the time of the agreement, b) an employee of Vendor seeks additional/alternative employment with City during term of the agreement, or c) an employee of City seeks additional/alternate employment with Vendor during term of this agreement shall require written notice to City. The City shall make every effort to ensure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to Vendor or Vendor's competitors.

E. Funding

Cash Basis and Budget Laws The right of City to enter into this agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that City shall, at all times, stay in conformity with such laws and, as a condition of this agreement, City reserves the right to unilaterally sever, modify, or terminate this agreement at any time if, in the opinion of its legal counsel, the agreement may be deemed to violate the terms of such laws.

F. Records, Reports, and Inspection

1. Documentation of Costs All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible to Parties to this agreement.

2. Maintenance of Records Except as otherwise authorized by City, Vendor shall retain such documentation as listed in paragraphs F1 and F3 for a period of three (3) years after receipt of the final expenditure report under this agreement, unless action, including, but not limited to, litigation or audit resolution proceedings, necessitate maintenance of records beyond the three (3)-year period.
3. Reports During the term of this agreement, Vendor shall furnish City, in such form as City of Wichita may require, such statements, records, reports, data and information as City of Wichita requests pertaining to matters covered by this agreement. Payments to Vendor will be withheld by City if Vendor fails to provide all required reports in a timely, complete and accurate manner, until such time as all reports are furnished to City.
4. Audit Vendor shall provide for an annual independent audit of its financial records which apply to this agreement only and shall supply a copy of said audit to City.
5. Availability of Records Vendor agrees to make any and all of its records, books, papers, documents, and data available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions at any time during the term of this agreement and for a period of three (3) years following the final payment under the terms of this agreement.
6. Confidentiality Parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.

G. Method of
Billing and Payment

1. Billing Procedures Vendor agrees that billing and payments made under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of City. Payment shall be made as soon as procedures allow after receipt of billing.
 - a. Monthly Billing. A monthly billing system will be used and all billings, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period. Failure to submit timely billings will result in extended delays in receiving payment from City for such services.
 - b. Billing Content. All billings from Vendor to City shall include an itemization of each ride provided with

the units of service, date of ride, Eligible Passengers names, and total rides or units of service provided for each passenger.

- c. Billing
Procedure. City will process the billings, verify the information/data submitted, and issue a check pursuant to City's standard purchasing procedures.
- d. Charges for
Service. Transportation reimbursements will be made on a per trip basis. The cost per trip within the geographical confines of the City will be at a rate of \$6.00 per trip.
- e. Extended Trips. Trips made beyond the geographical boundaries of City will be at a higher rate than that set forth in section d above. The rate for these trips will be negotiated as the need for service expansion warrants.
- f. Rates Reviewed. Trip rates will be reviewed on a quarterly basis and may be subject to revision. Any change in trip rates will be agreed upon by City and Vendor, in writing, before implementation.

- 2. Support
Documentation Billing shall be supported with documentation required by City, including, but not necessarily limited to, that documentation described in section f above.

- 3. Reimbursement
Restrictions Payments shall be made to Vendor only for items and services provided to support the agreement purpose when such items and services are specifically authorized by this agreement. City reserves the right to disallow reimbursement for any item or service billed by Vendor if City believes that such item or service was not provided to support the agreement purpose or was not authorized by agreement.

4. Service by Vendor

- a. Service is to be provided by Vendor in a prompt and courteous manner. Passengers are to be authorized by City before Vendor provides eligible rides. Passengers are to be picked up no later than fifteen (15) minutes after the scheduled pick-up time. If a situation dictates that the aforementioned condition may not be met, Vendor must contact City immediately.
- b. Vendor must have a back-up system in place to ensure that authorized rides from the City are provided and that no Eligible Passenger is left stranded.
- c. Vendor will not collect any charge from an Eligible Passenger.
- d. Vendor shall comply with federal drug and alcohol regulations, as set forth in Appendix C. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Vendor positions that perform duties under the terms of this agreement.

H. Licenses and
Permits

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this agreement. Vendor shall maintain worker's compensation insurance in amounts not less than minimum statutory requirements. Vendor shall notify City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by City, in its discretion.

I. Insurance

Vendor shall provide to City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage as follows:

Bodily injury:	\$500,000 each occurrence
Property damage:	\$500,000 each occurrence
Personal injury:	\$500,000 each person

Automobile liability (owned, not owned, hired, rented or otherwise):

Bodily injury:	\$500,000 each accident
Property damage:	\$500,000 each accident
Professional liability:	\$500,000
Workers Compensation / Employers liability:	\$100,000 each accident

J. Subcontracting

None of the work or services covered by this agreement shall be subcontracted without the prior written approval of City. All approved subcontracts must conform to applicable requirements set forth in this agreement and in its appendices, exhibits and amendments, if any. Notwithstanding the City's consent to any subcontractors, Vendors shall remain fully responsible for all obligations of this agreement, including indemnification of City for all acts of subcontractors.

K. Termination of Agreement

1. Termination for Cause If Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Vendor shall violate any of the terms, covenants, conditions or stipulations of this agreement, City shall thereupon have the right to terminate this agreement by giving written notice to Vendor of such termination, specifying the effective date thereof.

In the event of termination, such information prepared by Vendor to carry out this agreement, including data, studies, surveys, records, drawings, maps, and reports shall, at the option of the City, become the property of City and be immediately turned over to City. Vendor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Vendor shall not be relieved of liability to City by virtue of any breach of this agreement by Vendor and City may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due City from Vendor are determined.

2. Termination of Agreement on Other Grounds This agreement may be terminated in whole or in part by either party, upon thirty (30) days written notice, stating the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto.

L. Notification

Any formal notice required or permitted under this agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served forty-eight (48) hours after the date said notice is postmarked to the addressee, postage prepaid.

Contractor: City of Wichita – Wichita Transit
Attn: Director of Transit
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 352-9287

Vendor: Attn: Rose Mary Mohr
Mental Health Association
Address: 555 N. Woodlawn, Suite 3105
Phone: (316) 685-1821
Fax: (316) 612-0660

M. Miscellaneous

1. The failure of either party to insist upon the strict performance of any of the terms or conditions of this agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
3. In the event that any provision in this agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither

such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

4. Parties hereto represent and agree that i) they have reviewed all aspects of this agreement, (ii) they have been given the opportunity to review this agreement with counsel; and (iii) they have carefully read and fully understand all provisions of this agreement.

APPENDIX B

VENDOR / CITY CONTRACTUAL DUTIES

GENERAL CONDITIONS

A. Definitions

1. Unit of Service One one-way trip equals one unit of service per Eligible Passenger. A round trip taken by an Eligible Passenger equals two units of service.
2. Service Transportation to and from specific employment or employment related site as authorized by City for Eligible Passengers.
3. Eligible Passenger Residents of the greater Wichita employment area who are certified and approved as eligible by City and the Mental Health Association of South Central Kansas.

B. Vendor Duties

1. Vendor agrees that any funds provided for services under this agreement will be paid on a fee-for-services basis only.
2. Vendor shall be subject to annual audit in accordance with the provisions set forth in Appendix A.
3. Vendor agrees that its records used in preparation of all reports are subject to review by City to ensure the accuracy and validity of the information reported.
4. Vendor shall promptly provide notice to City if it is unable to provide the required quantity or quality of services.

5. Vendor agrees that all rides are to be pre-authorized by City.
6. Vendor shall maintain all applicable records on such forms as designated by City.
7. Vendor agrees that they will not provide “private” or unauthorized rides to Eligible Passengers.
8. Vendor shall comply with federal drug and alcohol regulations as set forth in Appendix C. Pre-employment, post accident, and random tests shall be conducted for any and all safety sensitive Vendor positions that perform duties under the terms of this agreement.
9. Service is to be provided by Vendor in a prompt and courteous manner. Passengers are to be authorized by City for eligible rides. Passengers are to be picked up no later than fifteen (15) minutes after the scheduled pick up time. If conditions dictate that this is not possible for a particular trip, Vendor must notify City immediately.
10. Vendor must have a back up system in place to ensure that authorized rides from City are provided and that no Eligible Passenger is left stranded.
11. Vendor will not collect any charge from the Eligible Passenger.
12. Vendor must utilize car seats and booster seats, as per K.S.A. 8-1344, and K.S.A. 8-2501, when transporting minors (14 and under).

C. City Duties

1. Provide all administrative services necessary to implement the program.
2. Oversee the daily exercise of the program and ensure compliance of the regulations as set forth in the entire contractual document.
3. Schedule and coordinate all transportation rides with the appropriate Vendor.
4. Issue payments to Vendor as described in Appendix A, based on authorized trips.

APPENDIX C

FEDERAL AND STATE REGULATIONS

U. S. FEDERAL

The Federal Transit Administration (FTA) has developed certain standard terms and conditions required by the Department of Transportation (DOT). These contractual provisions required by DOT, as set forth in FTA Circular 4220.1C, dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

A. Project Implementation

1. Application of Federal, State, and Local Laws and Regulations

- a. Federal laws or laws authorizing project approval control project implementation. The Vendor acknowledges that federal laws, regulations, policies, and related administrative practices applicable to the project on the date the authorized City official signs the agreement may be modified from time to time. In particular, new federal laws, regulations, policies, and administrative practices may be promulgated after the date when Vendor executes the agreement, and might apply to that agreement. Vendor agrees that the most recent of such federal requirements will govern the administration of the project at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a special condition or requirement within the agreement or a letter signed by the Federal Transit Administration, the language of which modifies or otherwise conditions the text of a

particular provision of this agreement. All standards or limits within this agreement are minimum requirements, unless modified by FTA.

- b. Except when a federal statute or regulation preempts State of Kansas, City of Wichita, or territorial law, no provision of the agreement shall require the Vendor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State of Kansas, City of Wichita, or territorial law. Thus, if any provision or compliance with any provision of the grant agreement, cooperative agreement or this agreement violate State of Kansas, City of Wichita, or territorial law or would require Vendor to violate State of Kansas, City of Wichita, or territorial law, Vendor agrees to notify City immediately in writing. Should this occur, City and Vendor agree to make appropriate arrangements to proceed with or, if necessary, terminate the project as quickly as possible.

2. Vendor's Responsibility to Federal Requirements

- a. Entities Affected - Only the entities that are signatories to this agreement for the project are parties to that agreement. Accordingly, City agrees to take appropriate measures necessary to ensure all project participants comply with applicable federal requirements affecting their performance.
- b. Documents Affected - Applicable provisions of the federal statutes, regulations, and directives establishing that federal requirement determine the extent to which a specific federal requirement affects Vendor as participant. Accordingly, Vendor agrees to ensure that they will comply with applicable federal requirements.

3. No Federal Government Obligations to Third Parties

Vendor agrees that, absent either federal, State of Kansas, or City governments' express written consent, the governments shall not be subject to any obligations or liabilities to any recipient, or any other person not a party to the agreement in connection with the performance of the project. Notwithstanding any concurrence provided by the governments in or approval of any solicitation, or subagreement, the governments continue to have no obligations or liabilities to any party.

4. Changes in Project Performance (including disputes, breaches, defaults, or litigation)

Vendor agrees to notify City immediately of any change in conditions (such as its legal, financial, or technical capacity) or any other event that may significantly affect Vendor's ability to perform the project in accordance with the terms of the agreement. In addition, Vendor agrees to notify City immediately of any current or prospective major dispute, breach, default, or litigation that may affect the federal government's interests in the project or the federal government's administration or enforcement of federal laws or regulations.

Vendor agrees to inform City before naming either City or the federal government as a party to litigation for any reason, in any forum.

B. Civil Rights

Vendor agrees to comply with all applicable civil rights statutes and implementing regulations, including, but not limited to, the following:

1. Nondiscrimination in Transit Programs Vendor agrees to comply with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination, Title VI of the Civil Rights Act Vendor agrees to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.
3. Equal Employment Opportunity Vendor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements City and FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

General Requirements - Vendor agrees as follows:

- a. It will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Vendor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor also agrees to comply with any implementing requirements City and FTA may issue.
 - b. If Vendor is required to submit and obtain City approval of its EEO program, that EEO program approved by City is incorporated by reference and made part of the agreement. Failure by Vendor to carry out the terms of that EEO program shall be treated as a violation of the agreement. Upon notification to Vendor of its failure to carry out the approved EEO program, City may impose such remedies as it considers appropriate, including termination of financial funds in accordance with this agreement, or other measures that may affect Vendor's eligibility to obtain future financial funds for transportation projects.
4. Nondiscrimination on the basis of sex To the extent applicable, Vendor agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U. S.C. § § 1680 et

seq., which prohibit discrimination on the basis of sex., and any subsequent federal requirements.

5. Nondiscrimination on the Basis of Age Vendor agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S. C. § § 61 01 et seq., and implementing regulations, which prohibits discrimination on the basis of age.
6. Access Requirements for Persons with Disabilities Vendor agrees to comply with the requirements of 49 U. S. C. § 5 3 01 (d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Vendor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S. C. § § 121 01 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
 - a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37
 - b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27
 - c. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38
 - d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35
 - e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36
 - f. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19
 - g. U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F
 - i. FTA regulations, "Transportation for Elderly and Handicapped Persons, 49 C.F.R. Part 609

j. Any implementing requirements FTA may issue

7. Drug or Alcohol Abuse, Confidentiality and Other Civil Rights Protections Vendor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S. C. § § 290dd-3 and 290ee-3, including any amendments to these acts.
8. Other Nondiscrimination Statutes. Vendor agrees to comply with any other nondiscrimination statute(s) that may apply to the project.

C. **Energy Conservation**

Vendor agrees to comply with the mandatory energy efficiency standards and policies within the applicable energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

D. **Substance Abuse**

1. Drug Abuse

- a. Vendor agrees to comply with U.S. DOT regulations, "Drug-Free Workplace Requirements(Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 et seq.
- b. To the extent applicable, Vendor agrees to comply with FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653, and any guidance on the drug abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue.

2. Alcohol Abuse To the extent applicable, Vendor agrees to comply with FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 49 C.F.R. Part 654, and any guidance on the alcohol abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue.

STATE OF KANSAS

- A. Agreement with Kansas Law All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- B. Disclaimer of Liability Neither the State of Kansas nor any agency thereof, nor City, shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

- C. Responsibility for Taxes Neither the State of Kansas, nor City, shall be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council Members

SUBJECT: Access to Jobs Vendor Agreement with the Cerebral Palsy Research Foundation of Kansas, Inc.

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Access to Jobs Vendor Agreement with the Cerebral Palsy Research Foundation of Kansas, Inc.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided over 667,262 rides. By entering into an agreement with the Cerebral Palsy Research Foundation of Kansas, Inc., Wichita Transit can purchase rides at a cost of \$6 for a one-way ride. This contract will allow Wichita Transit to provide over 3,600 more rides a year to low-income clients in a very cost-effective manner. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that nonprofit agencies offer low-income clients who are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Cerebral Palsy Research Foundation of Kansas, Inc. (50%). No city funds will be involved in the Access to Jobs program.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Consideration: The Access to Jobs Vendor Agreement was drafted by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Access to Jobs Vendor Agreement with the Cerebral Palsy Research Foundation of Kansas, Inc.

ACCESS TO JOBS

Vendor Agreement With the Cerebral Palsy Research Foundation of Kansas, Inc.

This agreement is entered into this 3rd day of November, 2009, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Cerebral Palsy Research Foundation of Kansas, Inc. (hereinafter referred to as "Vendor"). Hereinafter both "City" and "Vendor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide transportation services for employment purposes under project number KS-37-X001-00, entitled Job Access and Reverse Commute grant program, and

WHEREAS, the Vendor guarantees the ability to provide transportation services in a safe and professional nature, as required by City, to qualified clientele within the geographic boundaries of the City of Wichita.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Term This agreement shall become a legal and binding contract upon signature of same by Parties, effective retroactively from November 3, 2009, until the expiration of the current grant. Grant is of a renewable status, and subsequent application will be made pending upon the demand for service.
2. Compensation Parties expressly understand and agree that payments made to Vendor pursuant to the terms of this agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Termination This agreement may be terminated by either party, upon thirty (30) days written notice, stating the effective date of the termination. Whether this agreement is cancelled by City or Vendor as provided herein, Vendor shall be paid for work satisfactorily completed to date of termination, as long as the provisions applicable to billing and payment have been met by Vendor.
4. Indemnification Vendor shall indemnify, defend, and hold harmless the City of Wichita and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by Vendor of transportation services hereunder or (ii) the failure of the Vendor to fulfill any of its obligations pursuant to this agreement.

5. Duties Vendor shall perform duties pursuant to this agreement as listed in Appendix B. City shall perform duties pursuant to this agreement as listed in Appendix B. All duties listed in the Appendix B are set forth in KS-37-X001-00.
6. Local and Federal Compliance The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions, listed under Appendix A, B, and C.
7. Assignment Neither this agreement, nor any rights or obligations hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other.
8. Amendments This agreement may not be amended unless such amendment is in writing and signed by Parties.
9. Incorporation of Appendices Appendix A, B, and C are attached hereto and made a part hereof.

IN WITNESS WHEREOF, City and Vendor have executed this agreement as of the day and year first above written.

CITY COUNCIL, WICHITA, KANSAS

CEREBRAL PALSY RESEARCH
FOUNDATION OF KANSAS, INC.

Carl Brewer, Mayor

Patrick T. Jonas, CEO

Attest:

Approved as to form:

Karen Sublett, City Clerk
City of Wichita

Gary Rebenstorf, Dept. of Law
City of Wichita

APPENDIX A GENERAL CONTRACTUAL PROVISIONS FOR VENDORS

It is mutually agreed by and between City and Vendor that it is the purpose of this program that the Vendor provide transportation services to “Eligible Passengers,” as defined herein, in order to provide access to employment and services that facilitate continued employment. The program is named “Access to Jobs.”

GENERAL PROVISIONS

A. Authority to Contract

1. Affirmation of Legal Authority Vendor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor’s governing body, authorizing the signing of this agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Vendor to act in connection with the application and to provide such additional information as may be required.
2. Required Documentation Domestic (Kansas) corporations, limited liability companies, or other business forms requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. Domestic corporations shall furnish a copy of its corporate resolution evidencing the authority to sign this agreement, executed by the corporation’s secretary or assistant secretary.

B. Relationship of Parties

It is agreed that the legal relationship between Vendor and City is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent vendor in providing the services and performing the duties required by City hereunder. Vendor is, at all times, acting as an independent vendor and not as an officer, agent, or employee of City. As an independent vendor, Vendor, and employees of Vendor, will not be within the protection or coverage of City’s worker’s compensation insurance subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall Vendor, and employees of Vendor, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to Vendor.

C. Personnel

1. Qualified Personnel Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any other contractual relationship with City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this agreement.

2. Minimum Wages Vendor shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
3. Employee Conflict of Interest Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Employee Background Checks Parties to this agreement recognize that those entities or persons providing government funded services to the public are subject to public scrutiny. Consequently, by entering into this agreement, Vendor assumes an affirmative and ongoing duty during the term of this agreement to guarantee and maintain compliance with requirements set forth in section 5 below. Such compliance will require the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.
5. Participant Safeguard Vendor certifies that:
 - a. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this agreement or during the term of this agreement shall not be permitted to provide services, administer this agreement, or handle the funds conveyed under this agreement;
 - b. Persons with convictions during the ten-year period concluding on the date of execution of this agreement or during the pendency of this agreement for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, shall not be permitted to interact in any way with persons served pursuant to this agreement;
 - c. Persons having been convicted of a serious driving offense, including, but not limited to, driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this agreement, or during the pendency of this agreement, shall not be permitted to operate a vehicle in which a person served pursuant to this agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118; and
 - d. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to City's Department of Law. The Department of Law's decision shall be final for purposes of compliance with this agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction and shall include being placed into a diversion or deferred judgement program in lieu of prosecution.

D. Prohibition of Conflicts of Interest

1. Public Officials and Others Interest of No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of City or any member of its governing body or other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.
2. Vendor Interest of Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement.
3. Conflicts Employee Situations in which a) an employee of City shall also be an employee of Vendor at the time of the agreement, b) an employee of Vendor seeks additional/alternative employment with City during term of the agreement, or c) an employee of City seeks additional/alternate employment with Vendor during term of this agreement shall require written notice to City. The City shall make every effort to ensure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to Vendor or Vendor's competitors.

E. Funding

Cash Basis and Budget Laws The right of City to enter into this agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that City shall, at all times, stay in conformity with such laws and, as a condition of this agreement, City reserves the right to unilaterally sever, modify, or terminate this agreement at any time if, in the opinion of its legal counsel, the agreement may be deemed to violate the terms of such laws.

F. Records, Reports, and Inspection

1. Documentation of Costs All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible to Parties to this agreement.

2. Maintenance of Records Except as otherwise authorized by City, Vendor shall retain such documentation as listed in paragraphs F1 and F3 for a period of three (3) years after receipt of the final expenditure report under this agreement, unless action, including, but not limited to, litigation or audit resolution proceedings, necessitate maintenance of records beyond the three (3)-year period.
3. Reports During the term of this agreement, Vendor shall furnish City, in such form as City of Wichita may require, such statements, records, reports, data and information as City of Wichita requests pertaining to matters covered by this agreement. Payments to Vendor will be withheld by City if Vendor fails to provide all required reports in a timely, complete and accurate manner, until such time as all reports are furnished to City.
4. Audit Vendor shall provide for an annual independent audit of its financial records which apply to this agreement only and shall supply a copy of said audit to City.
5. Availability of Records Vendor agrees to make any and all of its records, books, papers, documents, and data available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions at any time during the term of this agreement and for a period of three (3) years following the final payment under the terms of this agreement.
6. Confidentiality Parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.

G. Method of
Billing and Payment

1. Billing Procedures Vendor agrees that billing and payments made under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of City. Payment shall be made as soon as procedures allow after receipt of billing.
 - a. Monthly Billing. A monthly billing system will be used and all billings, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period. Failure to submit timely billings will result in extended delays in receiving payment from City for such services.
 - b. Billing Content. All billings from Vendor to City shall include an itemization of each ride provided with

the units of service, date of ride, Eligible Passengers names, and total rides or units of service provided for each passenger.

- c. Billing
Procedure. City will process the billings, verify the information/data submitted, and issue a check pursuant to City's standard purchasing procedures.
- d. Charges for
Service. Transportation reimbursements will be made on a per ride basis. The cost per trip within the geographical confines of the City will be at a rate of \$6.00 per ride.
- e. Rates Reviewed. Trip rates will be reviewed on a quarterly basis and may be subject to revision. Any change in trip rates will be agreed upon by City and Vendor, in writing, before implementation.

- 2. Support
Documentation Billing shall be supported with documentation required by City, including, but not necessarily limited to, that documentation described in section f above.

- 3. Reimbursement
Restrictions Payments shall be made to Vendor only for items and services provided to support the agreement purpose when such items and services are specifically authorized by this agreement. City reserves the right to disallow reimbursement for any item or service billed by Vendor if City believes that such item or service was not provided to support the agreement purpose or was not authorized by agreement.

4. Service by Vendor

- a. Service is to be provided by Vendor in a prompt and courteous manner. Passengers are to be authorized by City before Vendor provides eligible rides. Passengers are to be picked up no later than fifteen (15) minutes after the scheduled pick-up time. If a situation dictates that the aforementioned condition may not be met, Vendor must contact City immediately.
- b. Vendor must have a back-up system in place to ensure that authorized rides from the City are provided and that no Eligible Passenger is left stranded.
- c. Vendor will not collect any charge from an Eligible Passenger.
- d. Vendor shall comply with federal drug and alcohol regulations, as set forth in Appendix C. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Vendor positions that perform duties under the terms of this agreement.

H.

Permits

Licenses and

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this agreement. Vendor shall maintain worker's compensation insurance in amounts not less than minimum statutory requirements. Vendor shall notify City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by City, in its discretion.

I.

Insurance

Vendor shall provide to City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage as follows:

Bodily injury:	\$500,000 each occurrence
Property damage:	\$500,000 each occurrence
Personal injury:	\$500,000 each person

Automobile liability (owned, not owned, hired, rented or otherwise):

Bodily injury:	\$500,000 each accident
Property damage:	\$500,000 each accident
Professional liability:	\$500,000
Workers Compensation / Employers liability:	\$100,000 each accident

J. Subcontracting

None of the work or services covered by this agreement shall be subcontracted without the prior written approval of City. All approved subcontracts must conform to applicable requirements set forth in this agreement and in its appendices, exhibits and amendments, if any. Notwithstanding the City's consent to any subcontractors, Vendors shall remain fully responsible for all obligations of this agreement, including indemnification of City for all acts of subcontractors.

K. Termination of Agreement

1. Termination for Cause If Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if Vendor shall violate any of the terms, covenants, conditions or stipulations of this agreement, City shall thereupon have the right to terminate this agreement by giving written notice to Vendor of such termination, specifying the effective date thereof.

In the event of termination, such information prepared by Vendor to carry out this agreement, including data, studies, surveys, records, drawings, maps, and reports shall, at the option of the City, become the property of City and be immediately turned over to City. Vendor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Vendor shall not be relieved of liability to City by virtue of any breach of this agreement by Vendor and City may withhold any payments to Vendor for the

purpose of set off until such time as the exact amount of damages due City from Vendor are determined.

2. Termination of Agreement on Other Grounds This agreement may be terminated in whole or in part by either party, upon thirty (30) days written notice, stating the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto.

L. Notification

Any formal notice required or permitted under this agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served forty-eight (48) hours after the date said notice is postmarked to the addressee, postage prepaid.

Contractor: City of Wichita – Wichita Transit
Attn: Director of Transit
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 352-9287

Vendor: Attn: Patrick T. Jonas, CEO
Cerebral Palsy Research Foundation of KS, Inc.
Address: 2021 N. Old Manor
Phone: (316) 652-1578
Fax: (316) 651-5214

M. Miscellaneous

1. The failure of either party to insist upon the strict performance of any of the terms or conditions of this agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
3. In the event that any provision in this agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to

conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

4. Parties hereto represent and agree that i) they have reviewed all aspects of this agreement, (ii) they have been given the opportunity to review this agreement with counsel; and (iii) they have carefully read and fully understand all provisions of this agreement.

APPENDIX B

VENDOR / CITY CONTRACTUAL DUTIES

GENERAL CONDITIONS

A. Definitions

1. Unit of Service One one-way trip equals one unit of service per Eligible Passenger. A round trip taken by an Eligible Passenger equals two units of service.
2. Service Transportation to and from specific employment or employment related site as authorized by City for Eligible Passengers.
3. Eligible Passenger Residents of the greater Wichita employment area who are certified and approved as eligible by City and the Cerebral Palsy Research Foundation of KS, Inc.

B. Vendor Duties

1. Vendor agrees that any funds provided for services under this agreement will be paid on a fee-for-services basis only.
2. Vendor shall be subject to annual audit in accordance with the provisions set forth in Appendix A.

3. Vendor agrees that its records used in preparation of all reports are subject to review by City to ensure the accuracy and validity of the information reported.
4. Vendor shall promptly provide notice to City if it is unable to provide the required quantity or quality of services.
5. Vendor agrees that all rides are to be pre-authorized by City.
6. Vendor shall maintain all applicable records on such forms as designated by City.
7. Vendor agrees that they will not provide “private” or unauthorized rides to Eligible Passengers.
8. Vendor shall comply with federal drug and alcohol regulations as set forth in Appendix C. Pre-employment, post accident, and random tests shall be conducted for any and all safety sensitive Vendor positions that perform duties under the terms of this agreement.
9. Service is to be provided by Vendor in a prompt and courteous manner. Passengers are to be authorized by City for eligible rides. Passengers are to be picked up no later than fifteen (15) minutes after the scheduled pick up time. If conditions dictate that this is not possible for a particular trip, Vendor must notify City immediately.
10. Vendor must have a back up system in place to ensure that authorized rides from City are provided and that no Eligible Passenger is left stranded.
11. Vendor will not collect any charge from the Eligible Passenger.
12. Vendor must utilize car seats and booster seats, as per K.S.A. 8-1344, and K.S.A. 8-2501, when transporting minors (14 and under).

C. City Duties

1. Provide all administrative services necessary to implement the program.
2. Oversee the daily exercise of the program and ensure compliance of the regulations as set forth in the entire contractual document.
3. Schedule and coordinate all transportation rides with the appropriate Vendor.
4. Issue payments to Vendor as described in Appendix A, based on authorized trips.

APPENDIX C

FEDERAL AND STATE REGULATIONS

U. S. FEDERAL

The Federal Transit Administration (FTA) has developed certain standard terms and conditions required by the Department of Transportation (DOT). These contractual provisions required by DOT, as set forth in FTA Circular 4220.1C, dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

A. Project Implementation

1. Application of Federal, State, and Local Laws and Regulations

- a. Federal laws or laws authorizing project approval control project implementation. The Vendor acknowledges that federal laws, regulations, policies, and related administrative practices applicable to the project on the date the authorized City official signs the agreement may be modified from time to time. In particular, new federal laws, regulations, policies, and administrative practices may be promulgated after the date when Vendor executes the agreement, and might apply to that agreement. Vendor agrees that the most recent of such federal requirements will govern the administration

of the project at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a special condition or requirement within the agreement or a letter signed by the Federal Transit Administration, the language of which modifies or otherwise conditions the text of a particular provision of this agreement. All standards or limits within this agreement are minimum requirements, unless modified by FTA.

- b. Except when a federal statute or regulation preempts State of Kansas, City of Wichita, or territorial law, no provision of the agreement shall require the Vendor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State of Kansas, City of Wichita, or territorial law. Thus, if any provision or compliance with any provision of the grant agreement, cooperative agreement or this agreement violate State of Kansas, City of Wichita, or territorial law or would require Vendor to violate State of Kansas, City of Wichita, or territorial law, Vendor agrees to notify City immediately in writing. Should this occur, City and Vendor agree to make appropriate arrangements to proceed with or, if necessary, terminate the project as quickly as possible.

2. Vendor's Responsibility to Federal Requirements

- a. Entities Affected - Only the entities that are signatories to this agreement for the project are parties to that agreement. Accordingly, City agrees to take appropriate measures necessary to ensure all project participants comply with applicable federal requirements affecting their performance.
- b. Documents Affected - Applicable provisions of the federal statutes, regulations, and directives establishing that federal requirement determine the extent to which a specific federal requirement affects Vendor as participant. Accordingly, Vendor agrees to ensure that they will comply with applicable federal requirements.

3. No Federal Government Obligations to Third Parties

Vendor agrees that, absent either federal, State of Kansas, or City governments' express written consent, the governments shall not be subject to any obligations or liabilities to any recipient, or any other person not a party to the agreement in connection with the performance of the project. Notwithstanding any concurrence provided by the governments in or approval of any solicitation, or subagreement, the governments continue to have no obligations or liabilities to any party.

4. Changes in Project Performance (including disputes, breaches, defaults, or litigation)

Vendor agrees to notify City immediately of any change in conditions (such as its legal, financial, or technical capacity) or any other event that may significantly affect Vendor's ability to perform the project in accordance with the terms of the agreement. In addition,

Vendor agrees to notify City immediately of any current or prospective major dispute, breach, default, or litigation that may affect the federal government's interests in the project or the federal government's administration or enforcement of federal laws or regulations. Vendor agrees to inform City before naming either City or the federal government as a party to litigation for any reason, in any forum.

B. Civil Rights

Vendor agrees to comply with all applicable civil rights statutes and implementing regulations, including, but not limited to, the following:

1. Nondiscrimination in Transit Programs Vendor agrees to comply with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination, Title VI of the Civil Rights Act Vendor agrees to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.
3. Equal Employment Opportunity Vendor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements City and FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

General Requirements - Vendor agrees as follows:

- a. It will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Vendor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor also agrees to comply with any implementing requirements City and FTA may issue.
- b. If Vendor is required to submit and obtain City approval of its EEO program, that EEO program approved by City is incorporated by reference and made part of the agreement. Failure by Vendor to carry out the terms of that EEO program shall be treated as a violation of the agreement. Upon notification to Vendor of its failure to carry out the approved EEO program, City may impose such remedies as it considers appropriate, including termination of financial funds in accordance with this agreement, or other measures that may affect Vendor's eligibility to obtain future financial funds for transportation projects.

4. Nondiscrimination on the basis of sex To the extent applicable, Vendor agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U. S.C. § § 1680 et seq., which prohibit discrimination on the basis of sex., and any subsequent federal requirements.
5. Nondiscrimination on the Basis of Age Vendor agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S. C. § § 61 01 et seq., and implementing regulations, which prohibits discrimination on the basis of age.
6. Access Requirements for Persons with Disabilities Vendor agrees to comply with the requirements of 49 U. S. C. § 5 3 01 (d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Vendor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S. C. § § 121 01 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
 - a.U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37
 - b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27
 - c.Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38
 - d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35
 - e.U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36
 - f.U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19
 - g. U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F

- i. FTA regulations, "Transportation for Elderly and Handicapped Persons, 49 C.F.R. Part 609
- j. Any implementing requirements FTA may issue

- 7. Drug or Alcohol Abuse, Confidentiality and Other Civil Rights Protections Vendor agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S. C. § § 290dd-3 and 290ee-3, including any amendments to these acts.
- 8. Other Nondiscrimination Statutes. Vendor agrees to comply with any other nondiscrimination statute(s) that may apply to the project.

C. Energy Conservation

Vendor agrees to comply with the mandatory energy efficiency standards and policies within the applicable energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

D. Substance Abuse

1. Drug Abuse

- a. Vendor agrees to comply with U.S. DOT regulations, "Drug-Free Workplace Requirements(Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 et seq.
- b. To the extent applicable, Vendor agrees to comply with FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653, and any guidance on the drug abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue.

- 2. Alcohol Abuse To the extent applicable, Vendor agrees to comply with FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 49 C.F.R. Part 654, and any guidance on the alcohol abuse provisions of 49 U.S.C. § 5331 that FTA or U.S. DOT may issue.

STATE OF KANSAS

- A. Agreement with Kansas Law All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

- B. Disclaimer of Liability Neither the State of Kansas nor any agency thereof, nor City, shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- C. Responsibility for Taxes Neither the State of Kansas, nor City, shall be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – Recharge Wells
Supplemental Agreement No. 4

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 4 with Burns & McDonnell Engineering Company, Inc. for construction management services and design services for the construction of recharge wells, as part of Phase II of the Aquifer Storage and Recovery Project.

Background: On July 10, 2007, City Council approved and instructed Staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. On July 1, 2008, City Council approved the Professional Services Contract with Burns & McDonnell for 30-percent design services for recharge wells. April 7, 2009, City Council approved the Contract with Burns & McDonnell Engineering for final design and to provide bidding services for the recharge wells.

Analysis: Requests for Proposals were issued for engineering services for five projects associated with Phase II of the ASR Project, including the design of twenty-six (26) recharge recovery wells. The Request for Proposals specified that the initial engineering services Contract would be for a 30-percent design. Staff reviewed the proposals and presentations and determined that the Contract be awarded to Burns & McDonnell due to their proposal and their successful recharge well designs in previous phases of the ASR project. It was intended that if the 30-percent design went according to the City's expectations, that the rest of the design and contract administration projects would be subsequently awarded, including the final design and bidding services Contract and construction management services. Construction of the recharge and recovery wells has been divided into two bid packages:

- Bid Package F1 (Well Completion) includes well drilling and developing for 21 recharge recovery wells, 62 Water Level Observation Wells and 12 Permit Monitoring Wells.
- Bid Package G1 (Well Support Facilities) includes well equipping (setting pumps and testing), 30 control buildings and modifications of the Recharge Basin 1 control building.

Supplemental Agreement No. 4 will authorize Burns & McDonnell to provide construction management services and design services during construction of the recharge wells.

Financial Considerations: The estimated cost to provide construction management services and design services during construction is \$3,049,809. The 30-percent Design Contract was \$954,240. Supplemental Agreement No. 2 was for final design and bidding services at \$1,780,215. Supplemental Agreement Nos. 1 and 3 are unrelated to the design of ASR Phase II and were for reporting requirements for the ASR Phase I project and the Environmental Impact Statement for Phase II. Funding is available in CIP W-549, ASR Phase II Recharge Recovery Wells, which has adequate funding for these services.

Goal Impact: The project will help ensure efficient infrastructure by providing for the development of future water supplies.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law

Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement; 2) authorize the expenditure; and 3) authorize necessary signatures

Attachments: Supplemental Agreement No. 4 with Burns & McDonnell Engineering

SUPPLEMENTAL AGREEMENT NO. 4

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED
"DESIGNER"

FOR

CONSTRUCTION MANAGEMENT SERVICES AND DESIGN SERVICES DURING
CONSTRUCTION FOR RECHARGE WELLS AS PART OF PHASE II OF THE ASR
PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN
IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the recharge wells to be provided by the DESIGNER (also "Engineer" and now also "Construction Manager" and "Resident Project Representative" being an indemnitee and additional insured and beneficiary of any waiver of subrogation, along with and in same manner and extent as City, as those obligations and protections may appear in the General Conditions or any Supplemental Conditions in the construction documents) in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

DESIGNER shall perform Construction Management Services (as Construction Manager) associated with the Recharge and Recovery Well Project a component of the ASR Phase II Program, as described in Exhibit A. In addition, DESIGNER shall provide Design Services during Construction of the Recharge and Recovery Well Project, as described in Exhibit B. In

general Construction Management Services and Design Services during Construction will entail the following:

Construction of the Recharge and Recovery Wells has been divided into two bid packages; Bid Package F1 and Bid Package G1. Descriptions of each of the bid packages are as follows:

- Bid Package F1 (Well Completion) includes well drilling and developing for 21 Recharge Recovery wells, 62 Water Level Observation Wells and 12 Permit Monitoring Wells. A Notice of Award has been provided to Charles Sargent Irrigation, Inc. for the Construction of Bid Package F1. Construction is anticipated to begin in October of 2009.
- Bid Package G1 (Well Support Facilities) includes well equipping (setting the pumps and testing), 30 control buildings and modification of Recharge Basin 1 control building (includes architectural, electrical, civil, mechanical, process and structural elements, piping and valves, power and controls and instrumentation), construction of recharge basin 36 and two chlorination buildings. A Contractor has not been selected for Bid Package G1 at this time. Construction is anticipated to begin in March 2010.

The estimated budgets for both of these services are summarized in Exhibit C.

B. ADDITIONAL PROVISIONS

WHEREAS, this Agreement and the exhibits attached heretofore contain the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

WHEREAS, any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

C. PAYMENT PROVISIONS

Payment to the DESIGNER for the performance of the services described by this Supplemental Agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

D. PROJECT SCHEDULE

The project schedule for these services is summarized in Exhibit D.

E. PROJECT TEAM

The project team for these services is summarized in the Roles and Responsibilities Matrix in Exhibit E.

F. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 4 as of this _____ day of _____ in the year 2009.

CITY OF WICHITA

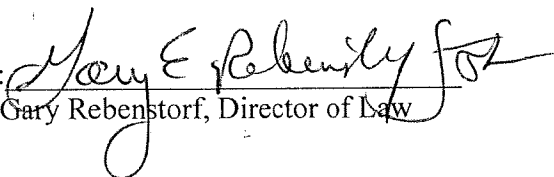
Sign 

By: _____
Carl Brewer, Mayor

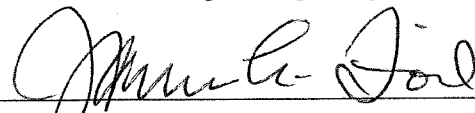
ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: 
Gary Rebenstorf, Director of Law

Burns & McDonnell Engineering Company, Inc.

By: 
Title: SENIOR VICE PRESIDENT

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – City of Bentley Spur Line Tie-In

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Agreement for Professional Services with Ruggles & Bohm, P.A. for the design of the Bentley Spur Line Tie-In.

Background: On July 10, 2007, City Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery Project. Phase II will consist of a thirty million gallon-a-day (30 MGD) Water Treatment Plant and Surface Water Intake Structure, as well as the pipelines, recharge and recovery wells, overhead power Lines and a SCADA system that will provide much of the backbone for future phases. Included in the project is the reconstruction of many of the spur lines that tie the wells to the pipeline.

Analysis: Phase II of the Aquifer Storage and Recovery Project (ASR) will introduce treated surface water into the City of Wichita's raw water pipeline for recharging the Equus Beds Aquifer. The City of Bentley receives water from this pipeline, which currently transports groundwater from Wichita's municipal wells. KDHE granted a permit for the ASR project for recharge, but not as a public water source, so Water Utilities will not be able to supply Bentley with water from its current connection.

There are four municipal supply wells near Bentley that can be easily isolated from the rest of the pipeline to be used for recharge. These four wells have been removed from the ASR project and will be able to provide groundwater to both Wichita and Bentley. The existing spur line that ties the four wells to the rest of the system has experienced several failures over the years and needs to be increased in size to function well for increased usage by Bentley and Wichita. Though it is a component of the system that needs to be improved as part of the ASR project, it was decided to design it as a stand alone, smaller project.

The Purchasing Manager issued a Request for Proposals for professional services associated with the design of the Bentley Spur Line Tie-In. Four firms submitted proposals: Ruggles & Bohm, P.A., Mid-Kansas Engineering Consultants, Ozark Consulting and Baughman Company. All four firms were interviewed by the Staff Screening and Selection Committee. Based on qualifications, experience and their strength as a small firm, the committee selected Ruggles & Bohm to proceed with the project.

Financial Considerations: The fee for the design of the spur line is \$28,700. Funding for this is available in CIP W-549, Water Supply Plan, Phases II, III and IV, which has adequate funds available for these services.

Goal Impact: The project will help ensure efficient infrastructure by providing for the development of future water supplies.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Agreement for Professional Services; 2) authorize the expenditure; and 3) authorize the necessary signatures

Attachments: Agreement for Professional Services with Ruggles & Bohm, P.A.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

Ruggles and Bohm, P.A.

for

Design Services for the Bentley Tie-In for the Wichita Water Utilities Department

THIS AGREEMENT, made this _____ day of October, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and Ruggles and Bohm, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to;

Construct a new spur line for Municipal Water Supply Wells, M-29, M-30, M-31 and M-32 along 117th Street North between 151st Street West and 119th Street West.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements for the Bentley Tie-In water line and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action

Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project

Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment plus partials made on the basis of the lump sum fee amount of \$27,800.00.

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed \$13,900.00 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by Water Utilities for distribution to utility companies. Accumulated partial payments shall not exceed \$19,460.00 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$22,240.00 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

City of Wichita

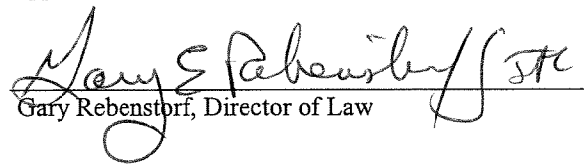
by _____
Carl G. Brewer, Mayor

SEAL:

ATTEST:

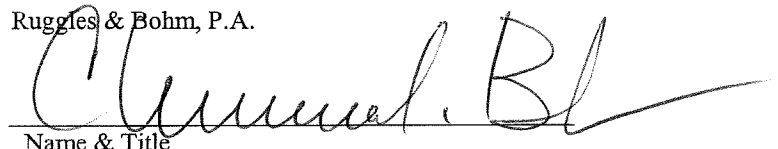
Karen Sublett, City Clerk

Approved as to Form:



Gary Rebenstorf, Director of Law

Ruggles & Bohm, P.A.



Name & Title
Christopher M. Bohm
Sec/Treas.

ATTEST:



SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate

resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water line improvements by February 10, 2010.
(Project No. **W-549**).

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Change Order: Traffic Signalization at 21st and Greenleaf (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On January 27, 2009, the City Council approved a construction contract with Phillips Southern Electric Company to install traffic signals at the intersections of 21st at Greenleaf and 21st at Ohio. In completing the project, additional work was necessary that requires a change order.

Analysis:

Reason for Additional Work: In order to meet ADA requirements 7 out of 8 wheelchair ramps need updated and 560 square feet of sidewalk needs removed and replaced. One zone and part of another zone of a sprinkler system for Tallgrass Greenleaf Home Owners Association needs replacement because of lowering sidewalk for ADA compliance.

Item #1 – 7 ADA Wheelchair Ramps.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>		<u>Extension</u>
ADD						
Wheelchair Ramp Construction	Negot'd	7 EA	@	\$730.00	=	\$5,110.00

Item #2 – 560 Square Feet of Sidewalk

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>		<u>Extension</u>
ADD						
4" Sidewalk	Negot'd	560 EA	@	\$6.90	=	\$4071.00

Item #3 – Sprinkler System repair

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>		<u>Extension</u>
ADD						
Sprinkler System	Negot'd	1 LS	@	\$999.54	=	\$999.54

TOTAL **\$10,180.54**

A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$10,180 with the total paid by Wichita General Obligation bonds. The original contract amount is \$220,311. This change order represents 4.62% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by installing traffic signals as warranted at street intersections.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.



PUBLIC WORKS-ENGINEERING

September 28, 2009

CHANGE ORDER

To: Phillips Southern Electric Co.

Project: 2008 Traffic Signalization Phase 1,
21st & Greenleaf and 21st & Ohio

Change Order No.: 1

Project No.: 472-84720

Purchase Order No.: 930115

OCA No.: 706979

CHARGE TO OCA No.: 706979

PPN: 208444

Please perform the following extra work at a cost not to exceed \$10,180.54

Additional Work: Install 7 wheelchair ramps, 590 square feet of sidewalk and major sprinkler repairs at 21st & Greenleaf.

Reason for Additional Work: In order to meet ADA requirements 7 out of 8 wheelchair ramps need updated and 560 square feet of sidewalk needs removed and replaced, completely replace one zone and parts of another zone of the sprinkler system for the Tallgrass Greenleaf Home Owners Association because of lowering sidewalk for ADA compliance.

Item #1 – 7 ADA Wheelchair Ramps.

Item	Negot'd/Bid	Qty		Unit Price		Extension
ADD						
Wheelchair Ramp						
Construction	Negot'd	7 EA	@	\$730.00	=	\$5,110.00

Item #2 – 560 Square Feet of Sidewalk

Item	Negot'd/Bid	Qty		Unit Price		Extension
ADD						
4" Sidewalk	Negot'd	560 EA	@	\$6.90	=	\$4071.00

Item #3 – Sprinkler System repair

Item	Negot'd/Bid	Qty		Unit Price		Extension
ADD						
Sprinkler System	Negot'd	1 LS	@	\$999.54	=	\$999.54

TOTAL **\$10,180.54**

CIP Budget Amount: \$350,000.00

Original Contract Amt.: \$220,310.66

Consultant: PEC

Current CO Amt.: \$10,180.54

Total Exp. & Encum. To Date: \$261,845.29

Amt. of Previous CO's: \$0.00

CO Amount: \$10,180.54

Total of All CO's: \$10,180.54

Unencum. Bal. After CO: \$77,974.17

% of Orig. Contract / 25% Max.: 4.62%

Adjusted Contract Amt.: \$230,491.20

CO#1

472-84720 (706979)

Recommended By: James Wagner, P.E.

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Contractor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:

City Clerk

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Change Order: West Street Improvement, between Maple and Central
(Districts IV & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On April 28, 2009, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve West Street between Maple and Central. A number of work items have been identified that were not known at the time of letting.

Analysis: **Additional Work:** Install 6" fire service for 114 North Douglas. Extend 8" water line on 2nd Street and 3rd Street.

Reason for Additional Work: Existing fire service for 114 North Douglas needs connected to the new water line on the west side of West Street. 8" waterline will be extended 180' west at 2nd Street and 8' west at 3rd Street to provide future service for the neighborhoods west of West Street.

Items (636133)	Negot'd/Bid	Qty		Unit Price	Extension
WL pipe 06"	Negot'd	80.0	lf	42.00	3,360.00
Anchor Valve Assy 06"	Bid	1.0	ea	730.00	730.00
WL Pipe 08"	Bid	188.0	lf	26.00	4,888.00
Anchor Valve Assy 08"	Bid	2.0	ea	1,300.00	2,600.00
Blowoff Assy 02"	Bid	2.0	ea	460.00	920.00

Additional Work: Install additional storm sewer at Sta 0+00, Line 6. Rebuild two existing storm sewer inlets on Maple.

Reason for Additional Work: Existing storm sewer pipe west of the manhole at Sta 0+00 on Line 6 is in poor condition and 20' needs replaced. Existing storm sewer pipe north of manhole at Sta 0+00, Line 6 (BL Sta 8+52, Lt.) is too shallow and will be in conflict with the new pavement. 13' of storm sewer pipe will be replaced and the existing inlet rebuilt to accommodate new flowline elevation of the pipe. The existing street inlet located at BL Sta 8+00, Rt needs rebuilt due to its poor condition and to match new pavement elevations.

Items (706995)	Negot'd/Bid	Qty		Unit Price	Extension
Storm Sewer (12") (C-900)	Negot'd	33.0	lf	26.00	858.00
Remove inlets	Negot'd	2.0	ea	500.00	1,000.00
Re-build inlet (11'-4"x4'-4")	Negot'd	1.0	ea	4,900.00	4,900.00
Re-build inlet (6'-4"x4'-4")	Negot'd	1.0	ea	3,600.00	3,600.00
Adjustment of Storm Sewer Inlets	Bid	(3.0)	ea	1,200.00	(3,600.00)

Additional Work: Upgrade conflict monitors at the four signalized intersections.

Reason for Additional Work: Conflict monitors will be graded to be compatible with other wireless upgrades throughout the City.

Items (706995)	Negot'd/Bid	Qty		Unit Price	Extension
Traffic Signalization (Maple)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (Douglas)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (Central)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (2nd St.)*	Negot'd	1.0	LS	118.27	118.27

*KDOT Participating

A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$19,729 with \$1,446 paid by Wichita General Obligation bonds, \$5,785 funded by Federal Grants and \$12,498 by the Water Utility. The original contract amount is \$7,692,602. This change order represents 00.26% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a major traffic corridor.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.

**To:** Cornejo & Sons, Inc.**Project:** Street and Storm Water Sewer Improvements for West Street, Maple to Central (87N-0459-01)**Change Order No.:** 1**Project No.:** 472-84761 / 448-89975**Purchase Order No.:** 930423**OCA No.:** 706995 / 636133**CHARGE TO OCA No.:** 706995 - \$7,231.11**PPN:** 208460 / 774528**636133 - \$12,498.00****Please perform the following extra work at a cost not to exceed \$19,729.11****Additional Work:** Install 6" fire service for 114 N. Douglas. Extend 8" water line on 2nd St. and 3rd St.**Reason for Additional Work:** Existing fire service for 114 N. Douglas needs connected to the new water line on the west side of West St. Per City's request, 8" waterline will be extended 180' west at 2nd St. and 8' west at 3rd St. to provide future service for the neighborhoods west of West St.

Items (636133)	Negot'd/Bid	Qty		Unit Price	Extension
WL pipe 06"	Negot'd	80.0	lf	42.00	3,360.00
Anchor Valve Assy 06"	Bid	1.0	ea	730.00	730.00
WL Pipe 08"	Bid	188.0	lf	26.00	4,888.00
Anchor Valve Assy 08"	Bid	2.0	ea	1,300.00	2,600.00
Blowoff Assy 02"	Bid	2.0	ea	460.00	920.00

Additional Work: Install additional storm sewer at Sta 0+00, Line 6. Rebuild two existing storm sewer inlets on Maple.**Reason for Additional Work:** Existing storm sewer pipe west of the manhole at Sta 0+00 on Line 6 is in poor condition and 20' needs replaced. Existing storm sewer pipe north of manhole at Sta 0+00, Line 6 (BL Sta 8+52, Lt.) is too shallow and will be in conflict with the new pavement. 13' of storm sewer pipe will be replaced and the existing inlet rebuilt to accommodate new flowline elevation of the pipe. The existing street inlet located at BL Sta 8+00, Rt needs rebuilt due to its poor condition and to match new pavement elevations.

Items (706995)	Negot'd/Bid	Qty		Unit Price	Extension
Storm Sewer (12") (C-900)	Negot'd	33.0	lf	26.00	858.00
Remove inlets	Negot'd	2.0	ea	500.00	1,000.00
Re-build inlet (11'-4"x4'-4")	Negot'd	1.0	ea	4,900.00	4,900.00
Re-build inlet (6'-4"x4'-4")	Negot'd	1.0	ea	3,600.00	3,600.00
Adjustment of Storm Sewer Inlets	Bid	(3.0)	ea	1,200.00	(3,600.00)

Additional Work: Upgrade conflict monitors at the four signalized intersections.

Reason for Additional Work: Conflict monitors will be graded to be compatible with other wireless upgrades throughout the City.

Items (706995)	Negot'd/Bid	Qty		Unit Price	Extension
Traffic Signalization (Maple)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (Douglas)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (Central)	Negot'd	1.0	LS	118.28	118.28
Traffic Signalization (2nd St.)*	Negot'd	1.0	LS	118.27	118.27

*KDOT Participating

CIP Budget Amount: \$9,600,000.00 (706995);		Original Contract Amt.: \$7,692,602.35	
\$ 730,000.00 (636133)			
Consultant: Baughman		Current CO Amt.: \$19,729.11	
Exp. & Encum. To Date: \$7,545,206.88 (706995)		Amt. of Previous CO's: \$0.00	
\$ 613,113.19 (636133)		Total of All CO's: \$19,729.11	
CO Amount: \$19,729.11		% of Orig. Contract / 25% Max.: 0.26%	
Unencum. Bal. After CO: \$2,047,562.01 (706995)		Adjusted Contract Amt.: \$7,712,331.46	
\$ 304,388.81 (636133)			

Recommended By:

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
November 3, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 12601 East Harry together with 1616 South 125th Street for the Harry: Greenwich to 127th Street East Road Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 2, 2009, City Council authorized the design concept and right-of-way acquisition for the Harry Street: Greenwich Road to 127th Street East road project. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. Drainage improvements will be included with the project as well as a 10 foot wide bike and pedestrian path on the south side of the street. Left turn lanes will be provided at all four approaches to the Harry Street and 127th Street East intersection. The property at 12601 East Harry is improved with a single-family residence on two, one-acre lots. The second lot has an address of 1616 South 125th Street. The improvements are removed from the proposed project. The proposed right-of-way is a 20 foot strip of land consisting of 4,760 square feet. A mature tree within the proposed right-of-way will be removed as a result of the project.

Analysis: The owner accepted the estimated market value of \$2,856, or \$0.60 per square foot for the land.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$3,200 is requested. This includes \$2,856 for the acquisition and \$344 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 8 day of Oct, 2009 by and between John D. Mash and Linda A. Mash, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to convey to the Buyer by a permanent easement for drainage purposes the following described real property, situated in Sedgwick County, Kansas, to-wit:

Right-of-Way: The north 20.00 feet of Lot 2, Block A, McEvoy Addition, Sedgwick County, Kansas together with the north 30.00 feet of Lot 3, Block A, McEvoy Addition, Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Thousand Eight Hundred Fifty-Six Dollars and Zero Cents (\$2,856.00) in the manner following to-wit: cash at closing
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such

insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 7, 2009 subject to the conditions of Item 11 below.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

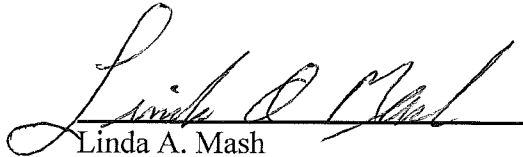
B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



John D. Mash



Linda A. Mash

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

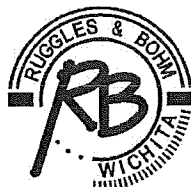
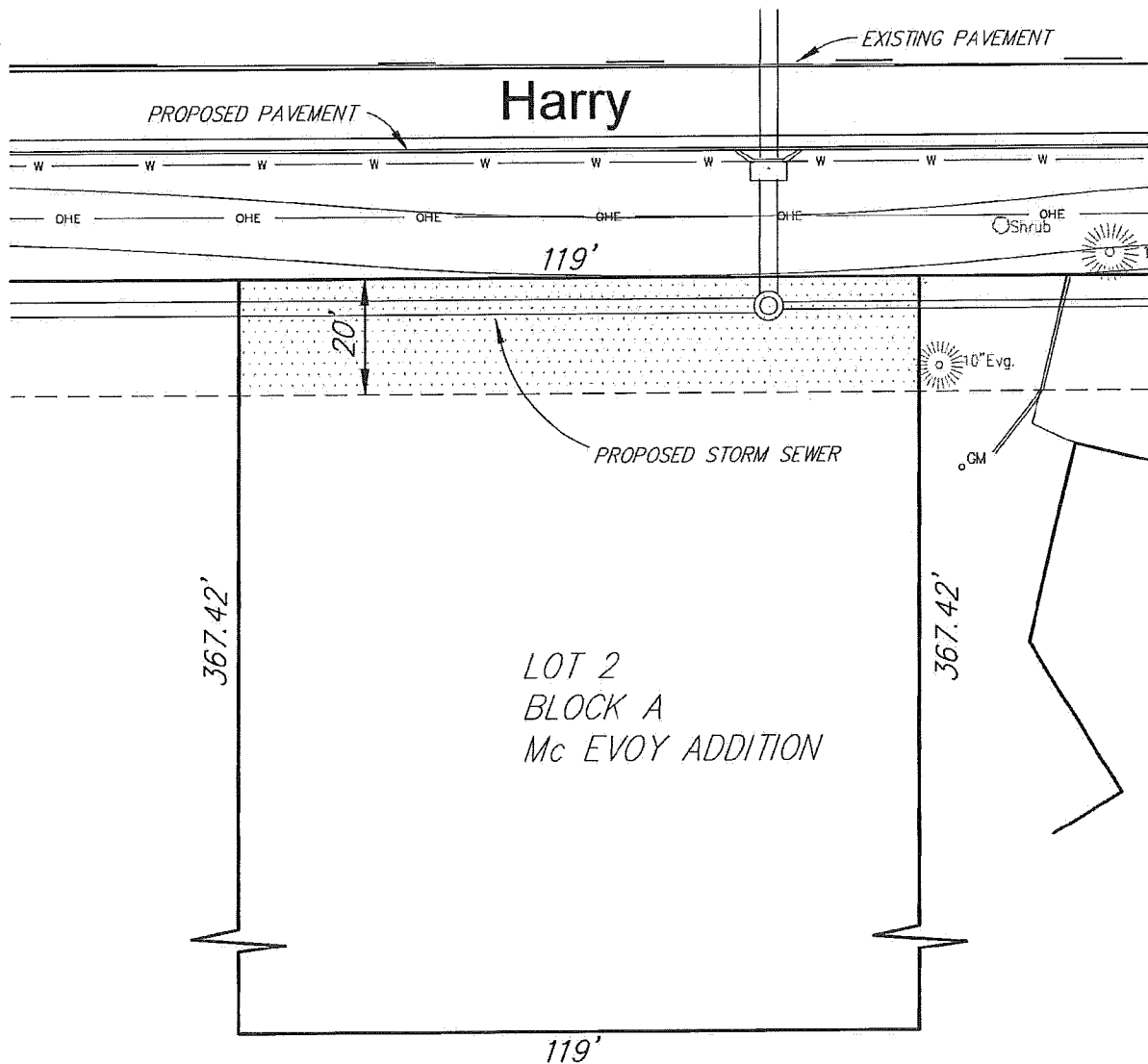
Gary E. Rebenstorf, Director of Law

DRAINAGE EASEMENT EXHIBIT



Mash, John D Etux
12601 E Harry
C 52844

Easement Area: 2,380 Sq. Ft.±



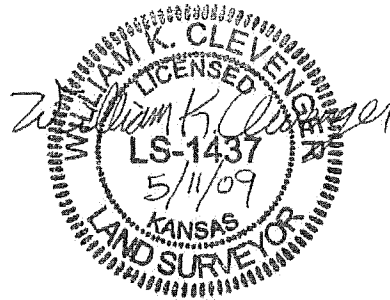
Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

C 52844 Drainage Easement

The north 20.00 feet of Lot 2, Block A, McEvoy Addition, Sedgwick County, Kansas.

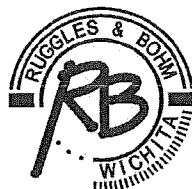
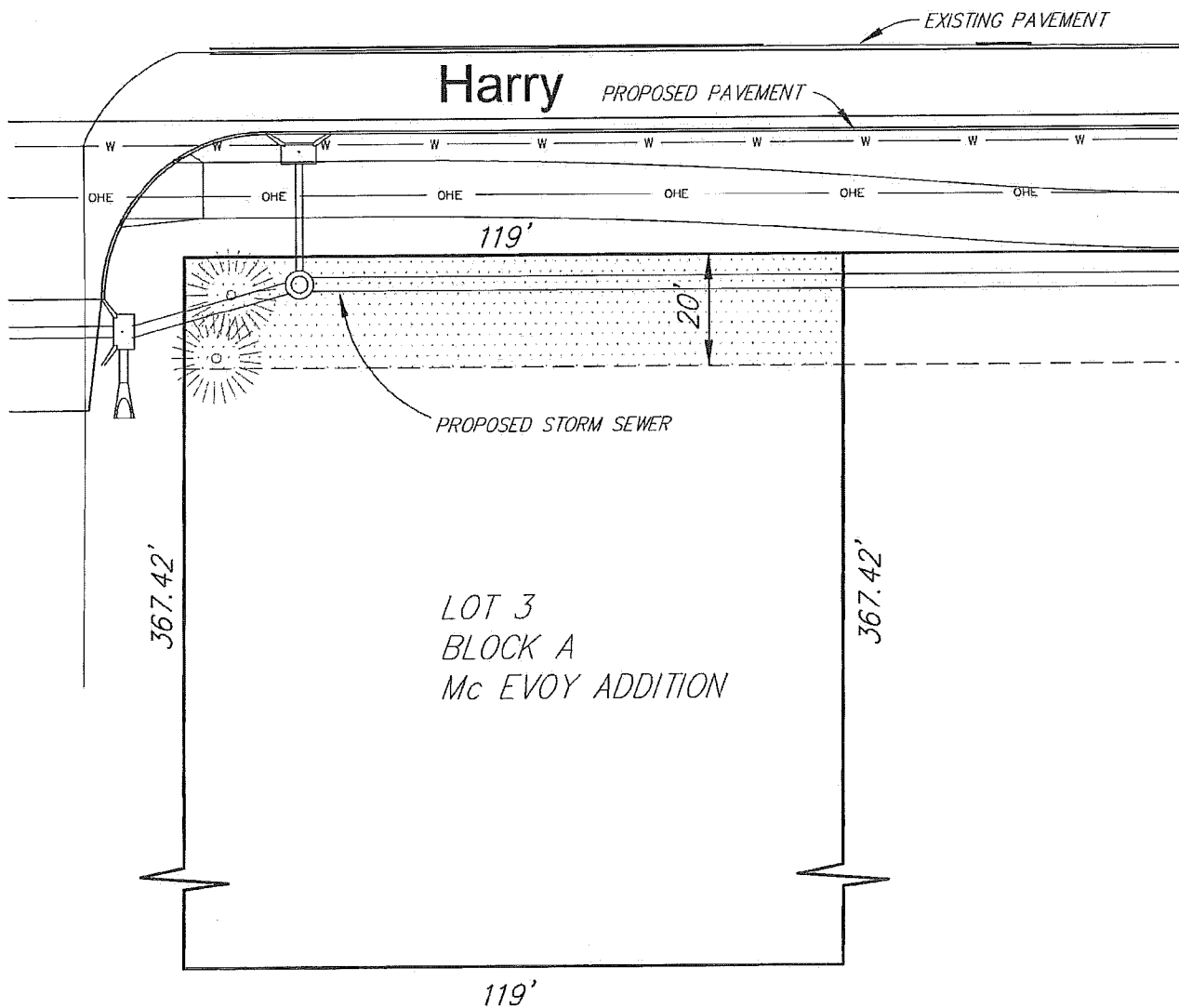
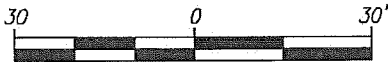


DRAINAGE EASEMENT EXHIBIT



Mash, John D Etux
1616 S 125th ST E
C 52845

Easement Area: 2,380 Sq. Ft.±



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning

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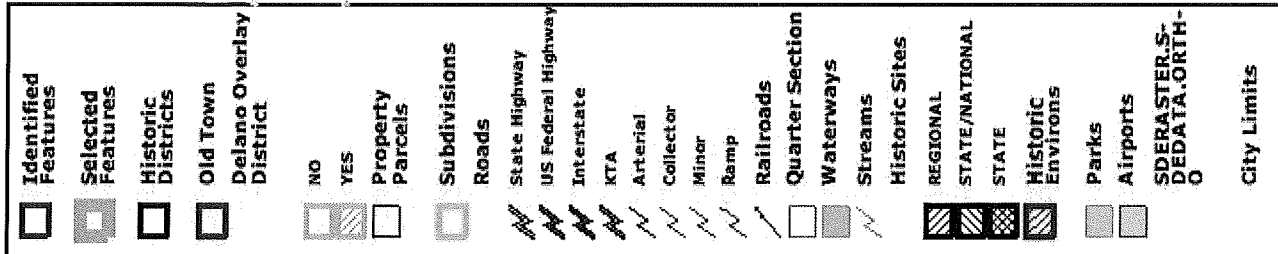
C 52845 Drainage Easement

The north 20.00 feet of Lot 3, Block A, McEvoy Addition, Sedgwick County, Kansas.





12601 East Harry



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Budget Adjustment for Stationery Stores

INITIATED BY: Department of Finance.

AGENDA: Consent

Recommendation: Approve budget adjustments for the purchase and operation of a mail machine.

Background: The City of Wichita operates a mailing/shipping system which relies upon three components: a computer, specialty software, and a mail machine. Although the mail machine is only two years old, the software (Ascent) is over 10 years old and is no longer being supported by the vendor with upgrades, and soon will not be supported altogether. The computer which the software runs on is nearly 10 years old. The mail machine has been replaced four times in 13 years, the most recent in 2007.

Analysis: There are two options: replace the current software for \$29,000; or replace the entire system for \$55,000 (which includes a \$10,000 trade-in credit). Replacing only the software will result in two separate maintenance agreements for \$7,821 (\$2,817 on the software and \$5,004 on the mail machine). A new system would require a \$5,235 combined annual maintenance fee, which is slightly more than the current maintenance contract fee (\$5,004). Replacing the software will extend the operational life of the system approximately two years, at which time the mail machine would need to be replaced. Replacing the entire system will extend the service to four or five years.

The new mailing/shipping software will allow the mail manager to monitor the daily activity of users in the mail room (which occurs in the basement) from their desktop (on 12th floor). This feature has recently become considerably more valuable since the City outsourced the mail room to Quik Print and no longer operates it with a City employee. Quik Print staffs the mail room as part of the contractual arrangement, but is not responsible for mail processing equipment.

Financial Considerations: Although a budget adjustment would be required, there are sufficient resources within the Stationery Stores budget to finance the purchase of a new system.

The mailing/shipping operation has always been supported within the Stationery Stores Internal Service Fund. With the outsourcing of office supplies management several years ago and with the recent outsourcing of the Print Shop and the mail room, the Internal Service Fund is being eliminated and the fund's cash balance will be consolidated into the City's General Fund at year end. That transfer was estimated to be approximately \$387,000. The cost to replace the entire system is \$55,000, and would reduce the available equity fund transfer.

Legal Considerations: Utilize Purchasing Ordinance 38-122(j) Intergovernmental Cooperative Contract and Agreements. A Purchase Order to Pitney Bowes will be issued to purchase new mail machine.

Goal Impact: Ensure efficient infrastructure to maintain and optimize public facilities and assets.

Recommendations/Actions: It is recommended that the City Council approve the necessary budget adjustments for the purchase and operation of the new mail machine system.

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, III and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on November 20, 2009. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the August 2009 bonds sold. The principal and interest will then be spread for one year and placed on the 2010 tax roll.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Tax Key#</u>	<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
C-05466	140 S Erie	emergency board-up	\$113.22	I
C-02609	547 N Green	emergency board-up	\$167.66	I
C-05299	234 S Poplar	emergency board-up	\$129.99	I
C-05197	120 S Estelle	emergency board-up	\$146.87	I
C-17952	1120 N Glendale	emergency board-up	\$128.44	I
C-12348	647 Sylvan	emergency board-up	\$156.44	III
C-28640	1217 N Spruce	emergency board-up	\$191.04	I
C-13718	943 N Glendale	emergency board-up	\$187.93	I
C-08830-A2	1523 N Estelle	emergency board-up	\$901.93	I
A-12382	2828 N Fairview	emergency board-up	\$147.99	VI
C-24410	2649 N Spruce	emergency board-up	\$441.20	I
C-00590	927 N Piatt	emergency board-up	\$475.19	I
C-28640	1217 N Spruce	emergency board-up	\$684.32	I
C-12540	655 S Bluff	emergency board-up	\$105.00	III
A-06171	929 S Water	emergency board-up	\$101.21	I
C-08123-1	656 S Estelle	emergency board-up	\$117.15	I
C-07401-1	732 S Broadview	emergency board-up	\$175.33	III
C-03254	1745 N Chautauqua	demolition (condemnation)	\$2,808.00	I
C-27560	4953 E Morris	demolition (condemnation)	\$5,472.73	III
C-01191	1522 N Madison	demolition (condemnation)	\$5,272.00	I
C-03037	1325 N Lorraine	demolition (condemnation)	\$12,180.03	I
C-03254	1745 N Chautauqua	sealing the City Sewer	\$367.50	I
C-03037	1325 N Lorraine	sealing the City Sewer	\$367.50	I
C-27560	4953 E Morris	sealing the City Sewer	\$367.50	III
C-00798-2A	1036 N Minnesota	demolition (condemnation)	\$6,861.18	I
B-08621	512 N Indiana	demolition (condemnation)	\$2,896.00	I
B-08621	512 N Indiana	sealing the City Sewer	\$367.50	I
C-00912	1215 N Grove	demolition (condemnation)	\$5,239.54	I
C-03143	1054 N Green	demolition (condemnation)	\$716.00	I
B-08621	512 N Indiana	gas services removal	\$355.27	I
C-00912	1215 N Grove	gas services removal	\$355.27	I
C-03037	1325 N Lorraine	gas services removal	\$355.27	I
C-00798-2A	1036 N Minnesota	gas services removal	\$355.27	I
B-03025	915 N Ohio	demolition (condemnation)	\$4,519.00	I
B-03301	1412 E 11 th /1202 N Cleveland	demolition (condemnation)	\$1,200.00	I
B-03025	915 N Ohio	gas services removal	\$367.50	I

____ Published in the Wichita Eagle on November 20th, 2009

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 3 WATER ST. BENNETT'S ADD.	101.21
LOTS 34-36-38-40 BLOCK H MONTROSE PARK ADD.	147.99
LOTS 5-7 PIATT AVE. STITES BROS. ADD.	475.19
LOTS 25-27 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	167.66
LOTS 2-4 ESTELLE AVE. OLIVER'S SUB. OF RICHLAND ADD.	146.87

LOTS 30-32 POPLAR ST. BUCKNER'S SUB.	129.99
LOTS 38-40 SPANGENBERGER'S SUB.	113.22
LOTS 273-274 FAIRFAX ADD.	175.33
W 89 FT LOTS 82-84 ESTELLE AVE. DIXON'S ADD.	117.15
LOTS 16-18-20 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	901.93
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	156.44
LOT 19 PURCELL'S ADD.	105.00
LOT 11 BLOCK 1 EAST HIGHLANDS NORTH ADD.	187.93
LOT 15 EXC N 10 FT LLOYD BROWN ADD.	128.44
S 1 FT LOT 11 & N 50 FT LOT 12 BLOCK 4 RIDGECREST ADD.	441.20
LOT 10	191.04

GENTRY 3RD. ADD.	
LOT 10 GENTRY 3RD. ADD.	684.32

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **17th day of November, 2009.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

____ Published in the Wichita Eagle on November 20th, 2009

ORDINANCE NO. _____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND
UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE
(**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE ROVISION
OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF
WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 33-35 OHIO AVE MOORE'S ADD.	4,519.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	367.50
LOTS 93-95 GRANVILLE PARK ADD.	1,200.00
LOTS 13-15 PLUM NOW INDIANA AVE. CORWIN'S ADD.	355.27
LOTS 13-15 PLUM NOW INDIANA AVE. CORWIN'S ADD.	2,896.00

LOTS 13-15 PLUM NOW INDIANA AVE. CORWIN'S ADD.	367.50
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	6,861.18
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	355.27
LOT 9 & N 15 FT LOT 11 TIPPECANOE ADD	5,239.54
LOT 9 & N 15 FT LOT 11 TIPPECANOE ADD	355.27
LOTS 122-124 MADISON AVE. LOGAN ADD.	5,272.00
S 1/2 LOT 27-ALL LOT 29 LORRAINE AVE. FAIRMOUNT PARK ADD.	12,180.03
S 1/2 LOT 27-ALL LOT 29 LORRAINE AVE. FAIRMOUNT PARK ADD.	367.50
S 1/2 LOT 27-ALL LOT 29 LORRAINE AVE. FAIRMOUNT PARK ADD.	355.27
LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	716.00

LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	367.50
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	2,808.00
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	5,472.73
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	367.50

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **17th day of November, 2009.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Grant Award for Clean Diesel Fleet Equipment (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Accept the grant award and approve the project.

Background: The Department of Energy (DOE) has a grant program for reducing dependence on petroleum and improving environmental quality through the use of alternative fuels, emission reduction technologies, and fuel use reduction technologies. The City submitted a grant request for \$738,000 to upgrade eighteen medium-duty replacement trucks to hybrids, with a City match of \$1.98 million. This grant will assist the City in continuing to meet EPA mandated air quality standards, as well as reducing the amount of fuel consumed in the course of City operations. The City Council affirmed the grant application on July 7, 2009.

Analysis: The City has received notification of grant award. The full amount requested, \$738,000, has been approved for assisting in the purchase of hybrid medium-duty trucks. The Kansas City Regional Clean Cities Coalition (KCRCCC) will administer the grant funds on behalf of the DOE. The Fleet Heavy Equipment Replacement project will provide matching funds. That project is included in the proposed 2009-2018 Capital Improvement Program (CIP) in the amount of \$2.0 million in 2010.

The estimated petroleum displacement for this conversion is 38,970 gallons per year, or a savings of \$77,490 per year at \$2.00 per gallon. The savings over the life of the equipment (10 years) would be \$780,000.

Financial Considerations: The funding sources are General Obligation bonds and Department of Energy grant funds. The funding requested at this time is \$2,738,000, \$2.0 million in CIP funds and \$738,000 in DOE funds. Operating savings to the City are estimated at \$780,000 over the 10-year useful life of the equipment.

Goal Impact: Replacement of heavy equipment directly supports the Efficient Infrastructure and Core Area/Neighborhoods Goals by replacing street and park maintenance equipment. Equipment replacement using CIP and grant funds also supports the Safe and Secure Community Goal by reducing the competition for limited replacement funding and improving environmental air quality. Finally, the purchase of hybrids supports the Internal Perspective by reducing operating costs.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council accept the grant award, approve the project, place the ordinance on First Reading, and authorize the necessary signatures.

Attachment: CIP Sheet, bonding ordinance.

Published in the Wichita Eagle on November 20, 2009

ORDINANCE NO. 48-558

AN ORDINANCE DETERMINING THE NECESSITY FOR ACQUIRING FLEET VEHICLES AND EQUIPMENT, AND PROVIDING THAT THE COST OF SAID ACQUISITION SHALL BE PAID BY THE CITY OF WICHITA, KANSAS, AT LARGE THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS, UNDER THE CITY'S HOME RULE AUTHORITY AS SET OUT IN ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS.

WHEREAS, Article 12, Section 5, of the Constitution of the State of Kansas empowers cities to determine their local affairs by ordinance; and

WHEREAS, the City of Wichita, Kansas, has determined that it is necessary and in the public interest to acquire fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot be repaired; and

WHEREAS, the amount of general obligation bonds issued in connection with such acquisitions shall not exceed the sum of \$2,738,000.00, exclusive of the costs of interest on borrowed money.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body of the City of Wichita, Kansas, hereby determines that it is necessary and declares its intention to acquire new fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot reasonable be repaired, such equipment to be used primarily by the Parks and Public Works Departments.

SECTION 2. The cost of the fleet equipment is an amount not to exceed the sum of \$2,738,000, exclusive of the costs of interest on borrowed money, and all or part of such cost shall be paid by the City of Wichita, Kansas, at large by the issuance of general obligation bonds under the City's home rule authority under Article 12, Sections 5 of the Constitution of the State of Kansas.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 17 day of November, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA

6. Send 3rd copy to Controller.

To Revise Project

X

It is recommended the City Council authorize the project initiation.

13. Recommendation:

Budget Officer

City Manager

Date: _____

Date _____

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: Drug Enforcement Agency - High Intensity Drug Trafficking Area Task Force

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the grant award.

Background: The Wichita Police Department (WPD) has participated in the Drug Enforcement Agency-High Intensity Drug Trafficking Area (HIDTA) Task Force since 2002. The mission of the Wichita High Intensity Drug Trafficking Area Task Force is to combat the manufacture and importation of methamphetamine and disrupt poly-drug trafficking organizations, thereby reducing the availability of illegal drugs and reducing their impact in this area. The Kansas Bureau of Investigation (KBI) is the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest High Intensity Drug Trafficking Area Task Force.

Analysis: The Kansas Bureau of Investigations will reimburse the City of Wichita for overtime and related expenses for personnel assigned to the task force. Currently, the Wichita Police Department has one detective assigned full-time to the High Intensity Drug Trafficking Area Task Force.

Financial Considerations: The Kansas Bureau of Investigations will reimburse the Wichita Police Department \$27,015 for overtime and related expenses incurred by personnel assigned to the task force. There is no local match requirement.

Goal Impact: Provide a Safe and Secure community by targeting high intensity drug trafficking areas.

Legal Considerations: The 2009 High Intensity Drug Trafficking Area award is outlined in the attached Memorandum of Understanding which has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding.

Attachments: Memorandum of Understanding.

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

MEMORANDUM OF UNDERSTANDING

WICHITA DEA TASK FORCE INITIATIVE

JANUARY 1, 2009 TO DECEMBER 31, 2010

GRANT # G09MW0003A

CFDA number G09MW0003A

The Office of National Drug Control Policy (ONDCP) has awarded HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the WICHITA DEA TASK FORCE (Appendix A) and associated budget (APPENDIX B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director or the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party, shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance publication and the Midwest HIDTA Policies and Standard Operating procedures document.

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, procurement and supplanting. Updated program guidance will be furnished to each participant as it is received from HIDTA or ONDCP.

Assurances

Each agency agrees to abide by the terms and conditions set out in OMB Form 424B, Assurances - Non-Construction Programs (Appendix D) and ONDCP Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug Free Work Place Requirements; Federal Debt Status and Nondiscrimination Statutes and Implementing Regulations (Appendix E). Each agency will also submit a signed OMB form, Disclosure of Lobbying Activities (Appendix F) and will abide by all applicable special conditions included as a part of the award agreement (Appendix H).

Invoicing

Each agency receiving reimbursements shall invoice once per month, on or about the fifteenth of the month, for expenditures incurred during the prior month. Invoices shall be of a form approved by the KBI (Appendix G) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the KBI on the Midwest HIDTA Inventory Form (Appendix C). The KBI shall maintain an inventory of all equipment purchased and provide the same to HIDTA. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Operations

1. The KBI will serve as the purchasing agent for all services, equipment and supplies for the general use of the task force and will make direct payments from HIDTA funds. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel, vehicle lease and overtime associated with their agent/officer. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-

federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA Intranet Pointer (HIP), HIDTA Deconfliction and EPIC NCLSS,
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. The KBI, The Wichita Police Department shall agree to designate one commissioned officer to the Wichita DEA HIDTA Task Force.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, and H

Appendix A: Wichita DEA Task Force Initiative

Appendix B: Wichita DEA Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 424B, Assurances - Non-Construction Programs

Appendix E: ONDCP Certifications regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug Free Work Place Requirements; Federal Debt Status and Nondiscrimination Statutes and Implementing Regulations

Appendix F: OMB form, Disclosure of Lobbying Activities

Appendix G: HIDTA Reimbursement Form

Appendix H: HIDTA Award Agreement

Fiscal Contact KBI: Neet O'Connor
Kansas Bureau of Investigation
1620 SW Tyler
Topeka, Kansas 66612
785-296-6782
785-296-0915 (FAX)

Fiscal Contact WPD: Captain Randy Landen
Wichita Police Department
455 N. Main
Wichita, Kansas 67202
316-268-4155
316-337-9030 (FAX)
E-mail: rlanden@wichita.gov

Project Manager WPD: Captain Kevin Atnip
Wichita Police Department
455 N. Main
Wichita, Kansas 67202
316-268-4269
316-858-7801 (FAX)
E-mail: k.atnip@wichita.gov

Participating Agency:
Wichita, Kansas Police Department



Norman Williams, Chief

7-15-09

Date

Fiscal Agent:
Kansas Bureau of Investigation

Tony Weingartner, Assistant Director

Date

Reviewed & approved as to form and legality	
by <u>J. Haha</u>	AAG
Date: <u>7/1/2009</u>	

FY 2009 ENFORCEMENT INITIATIVE BUDGET PROPOSAL

HIDTA: Midwest
INITIATIVE TITLE: Wichita DEA Task Force
LEAD AGENCY(S): Drug Enforcement Administration

LOCATION: Wichita, KS

1. INITIATIVE DESCRIPTION

(Includes initiatives involved in investigative, prosecution, and interdiction activities.)

- A. The Wichita DEA Task Force was organized to enhance the capabilities of the existing DEA State and Local Task Force in Wichita, Kansas, so that the existing methamphetamine and poly-drug problems (trafficking and manufacturing) may be aggressively pursued. The task force has been HIDTA funded since 2002.

The Wichita DEA Task Force will target mid-level and major drug traffickers and manufacturers of methamphetamine. This will be accomplished by combining local, state, and federal resources of law enforcement agencies in the area of Sedgwick County and implementing joint investigations. The Wichita DEA Task Force will coordinate these efforts with State and Federal prosecutors.

The Wichita DEA Task Force identifies, arrests, and prosecutes persons involved in the clandestine manufacture and distribution of methamphetamine; targets, and arrests individuals and chemical suppliers that are providing chemicals and lab equipment used in the illicit manufacture of methamphetamine; pursues the seizure of assets related to the sale and distribution of methamphetamine and other drugs; and coordinates intelligence information through the Midwest HIDTA Investigative Support Center. The Wichita DEA Task Force conducts covert surveillance activities and undercover purchases of controlled substances; prepares and executes search warrants; and gathers intelligence by means of pen registers and informants.

The Wichita DEA Task Force will advance the National Drug Control Strategy by coordinating methamphetamine and poly-drug related investigations, promoting continued and systematic cooperative efforts among HIDTA initiatives and participating agencies in the HIDTA, and conducting investigations that result in the dismantling or disruption of methamphetamine and poly-drug manufacturing and distribution organizations. The Wichita DEA Task Force will promote and support demand reduction programs.

The Wichita DEA Task Force is a Drug Enforcement Administration managed, full time collocated federal, state, and local task force located in Wichita, Kansas, in the DEA Wichita Resident Office.

- B. Is this initiative collocated with other HIDTA initiatives?

☐ Yes
☒ No

- C. Is this initiative staffed with fulltime federal and fulltime state/local personnel?

☒ Yes
☐ No

(If not, attach Program Policy Waiver Request.)

(Note: If this initiative only funds a prosecutor, a waiver is not required.)

- D. Are fulltime members of the initiative collocated and commingled with federal and state/local personnel?

☒ Yes

☐ No

(If not, attach Program Policy Waiver Request.)

(Note: If this initiative only funds a prosecutor, a waiver is not required.)

FY 2009 - Midwest HIDTA

Budget Detail

Initiative - Wichita DEA Task Force

Investigation

Award Recipient - Kansas Bureau of Investigation

Grant/MOA - G09MW0003A

Resource Recipient - Kansas Bureau of Investigation

Initial Budget (Approved)	162,414
---------------------------	---------

Personnel			
Position	# Positions	Subtotal	Personnel
Investigative - Law Enforcement Officer	1.00	63,578	
Total Personnel			63,578

Fringe Benefits			
Name/Position		Subtotal	Benefits
Investigative - Law Enforcement Officer		18,736	
Total Fringe Benefits			18,736

Overtime			
Position	# Positions	Subtotal	Overtime
Investigative - Law Enforcement Officer	3.00	39,033	
Total Overtime			39,033

Travel			
Purpose	# Positions	Subtotal	Travel
Investigative/Operational	1.00	7,200	
Total Travel			7,200

Facilities			
Description	# Leases	Subtotal	Facilities
Total Facilities			-

Services			
Description and Quantity	# Services	Subtotal	Total Services
Communications - mobile phones & pagers	-	7,404	
Software - maintenance	-	3,200	
Vehicle lease - passenger	2.00	15,600	
Total Services			26,204

Equipment			
Description	# Equipment	Subtotal	Equipment
Total Equipment			-

Supplies			
Description		Subtotal	Supplies

NOTE: The total of all budgets is limited to the amount indicated on the grant award document. Funds may not be expended in excess of the official grant award amount.

1 of 2

FY 2009 - Midwest HIDTA

Budget Detail

Initiative - Wichita DEA Task Force

Investigation

Award Recipient - Kansas Bureau of Investigation

Grant/MOA - G09MW0003A

Resource Recipient - Kansas Bureau of Investigation


Initial Budget (Approved)	162,414
---------------------------	---------

Investigative/operational	6,000	
Office	1,363	
Total		7,363

Other		
Description	Subtotal	Other
Administrative costs	300	
Total		300

Total Budget	162,414
---------------------	----------------

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION Application Pre-application ___ Construction ___ Construction <input checked="" type="checkbox"/> Non-construction ___ Non-construction		2. DATE SUBMITTED	Applicant Identifier:														
		3. DATE RECEIVED BY STATE	State Application Identifier														
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier G09MW0003A														
5. APPLICANT INFORMATION																	
LEGAL NAME: Kansas Bureau of Investigation		ORGANIZATIONAL UNIT:															
Organizational DUNS: 150943496																	
ADDRESS (Give city, county, State and Zip Code) Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612		Name and telephone number of person to be contacted on matters involving this Application (give area code) Mr. David Barton (816) 746-4911															
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 1486029925L2		7. TYPE OF APPLICANT: (Enter appropriate letters in box) <table border="0"> <tr> <td>A. State</td> <td>H. Independent School District</td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Inter-municipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N Other</td> </tr> </table>		A. State	H. Independent School District	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Inter-municipal	M. Profit Organization	G. Special District	N Other
A. State	H. Independent School District																
B. County	I. State Controlled Institution of Higher Learning																
C. Municipal	J. Private University																
D. Township	K. Indian Tribe																
E. Interstate	L. Individual																
F. Inter-municipal	M. Profit Organization																
G. Special District	N Other																
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New ___ Continuation ___ Revision If revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> (Specify) _____ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify) _____		9. NAME OF FEDERAL AGENCY: ONDCP															
10. Catalog of Federal Domestic Assistance Number:		11. Descriptive Title of Applicant's Project															
TITLE: 09.G09MW0003A		Multiple Initiative(s)															
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):																	
13. PROPOSED PROJECT Start Date Ending Date 1/1/2009 12/31/2010		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project															
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?															
a. Federal	\$3,619,750.00	a. YES. This preapplication/application was made available to the State Executive order 12372 process for review on: <input type="checkbox"/> Date: _____															
b. Applicant		b. No. <input type="checkbox"/> Program is not covered by E.O. 12372 <input type="checkbox"/> or program has not been selected by state for review															
c. State																	
d. Local																	
e. Other																	
f. Program Income																	
g. TOTAL	\$3,619,750.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? Yes If "Yes", attach an explanation <input checked="" type="checkbox"/> No															
TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																	
a. Type Name of Authorized Representative Robert Blecha		b. Title Director	c. Telephone														
d. Signature of Authorized Representative 		e. Date Signed 3 Dec 2008															

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ec-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Subawardee Name and Address: Wichita Kansas Police Department
455 N Main
Wichita, Kansas 67202

Applicant Number and/or Project Name: G09MW0003A
Midwest HIDTA
Kansas Bureau of Investigation Enforcement/Response Initiative
Wichita DEA HIDTA Task Force Initiative

Grantee IRS/Vendor Number: _____

Norman Williams, Chief
Type Name & Title of Authorized Representative


Signature

7-15-08
Date

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction' violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default;and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

- (a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Subawardee Name and Address: Wichita Kansas Police Department
 455 N Main
 Wichita, Kansas 67202

Applicant Number and/or Project Name: G09MW0003A
 Midwest HIDTA
 Kansas Bureau of Investigation Enforcement/Response Initiative
 Wichita DEA HIDTA Task Force Initiative

Grantee IRS/Vendor Number: _____

Norman Williams, Chief
Type Name & Title of Authorized Representative



Signature

7-14-09

Date

DISCLOSURE OF LOBBYING ACTIVITIES


Complete this form to disclose activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action a. Contract b. Grant X c. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Federal Action X a. Bid/offer/application b. Initial award c. Post-award	3. Report Type X a. Initial filing b. material change For Material change only Year: Quarter: Date of last report:
--	---	---

4. Name and Address of reporting Entity Prime <input type="checkbox"/> Subawardee Tier <i>if known:</i> Congressional District, <i>if known</i>	5. If reporting entity in No. 4 is Subawardee, Enter Name and address of Prime: WICHITA KANSAS POLICE DEPARTMENT 455 N MAIN WICHITA, KS 67202 Congressional District, <i>if known</i>
6. Federal Department/Agency: ONDCP	7. Federal Program Name/Description: HIDTA
8. Federal Action Number, <i>if known</i>	9. Award Amount, <i>if known</i> \$27,015
10. a. Name and Address of Lobbying Entity (<i>if individual, list name, first name, MI</i>) None (attach	a. Individuals Performing Services (including address if different from No. 10a) None Continuation Sheet (s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ actual planned	13. Type of Payment (check all that apply) a. Retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date (s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11. None (attach Continuation Sheet(s) SF-LLL-A, if necessary)
--

15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No

15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Norman Williams Title: Chief Telephone: 316-268-4155 Date: 7-15-2009
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

ATTACHMENT F

**MIDWEST HIDTA
Reimbursement Form**

Agency

Wichita Kansas Police Department
455 N. Main
Wichita, KS 67201

2006

Dept. Code

KBI use only

Invoice for the month of: _____

2009 Funding Year 1/1/09 to 12/31/10

Initiative: Wichita DEA HIDTA Task Force G09MW0003A


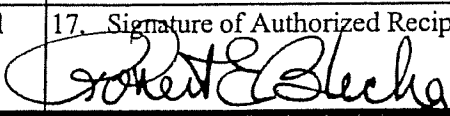
Category	2009 Allocation	Expenditures through	Enter Data This Column only	
			Balance Available	Expenditures This Period
Overtime	\$ 13,011.00		13,011.00	
Vehicle Lease	\$ 7,800.00		7,800.00	
Cell Phone/Pager	\$ 3,204.00		3,204.00	
Supplies	\$ 3,000.00		3,000.00	
Total	\$ 27,015.00	0.00	27,015.00	



Agency Authorization / Date Captain, Kenneth Atnip	Midwest HIDTA Authorization/Date katnip@wichita.gov	KBI Authorization / Date
Finance Officer Please Print Captain Randy Landen	Phone Number (316) 268-4115 (316) 858-7704	

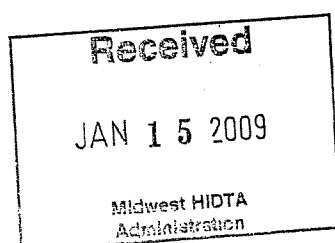
rlanden@wichita.gov

Please attach all supporting documents

Appendix G

Executive Office of the President Office of National Drug Control Policy		AWARD Grant		Page <u>1</u> of <u>1</u>	
1. Recipient Name and Address Director Robert Blecha Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612		4. Award Number: G09MW0003A			
		5. Project Period: 01/01/2009 to 12/31/2010 Budget Period: 01/01/2009 to 12/31/2010			
1A. Recipient IRS/Vendor No. 1486029925L2	6. Date: 5/6/2009	7. Action <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Supplemental			
2. Subrecipient Name and Address	8. Supplement Number 2				
2A. Subrecipient IRS/Vendor No.	9. Previous Amount	\$1,571,492.00			
3. Project Title Multiple Initiative(s)	10. Remaining Amount	\$2,063,258.00			
	11. Total Award	\$3,634,750.00			
12. Special Conditions <ul style="list-style-type: none"> * The above grant is approved subject to such conditions or limitations as are set forth in the original Grant. * Consistent with P.L. 111-8, the Omnibus Appropriations Act, 2009, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 43% of the fiscal year 2008 funding level previously made available, as indicated in Block 9, represents the total FY 2009 budget and spending ceiling for this initiative, as indicated in Block 11. * The budget attached to the original award is consistent with this full award amount. 					
13. Statutory Authority for Grant: Public Law 111-8					
AGENCY APPROVAL			RECIPIENT ACCEPTANCE		
14. Typed Name and Title of Approving ONDCP Official Mark M. Campbell Acting Assistant Deputy Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Recipient Official Director Robert Blecha Kansas Bureau of Investigation			
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient 		Date 11 MAY 2009	
Agency Use Only					
18. Accounting Classification Code DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100			

Executive Office of the President Office of National Drug Control Policy		Page 1 of 4 Grant Agreement	
1. Recipient Name and Address Director Robert Blecha Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612		4. Award Number: G09MW0003A 5. Grant Period: From 01/01/09 to 12/31/10	
1A. Recipient IRS/Vendor No.: 1486029925L2 Subrecipient Name and Address		6. Date: 01/01/2009 8. Supplement Number	7. Action <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental
2A. Subrecipient IRS/Vendor No.:		9. Previous Award Amount:	
3. Project Title Multiple Initiatives		10. Amount of This Award: \$1,556,492.00 11. Total Award: \$1,556,492.00	
12. Special Conditions (check, if applicable) <input checked="" type="checkbox"/> The above Grant is approved subject to such conditions or limitations as are set forth on the attached 3 pages. <input checked="" type="checkbox"/> Consistent with Pub.L. 110-329, the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 43% of the fiscal year 2008 funding level. Accordingly, the sum of all budgets can not exceed the award amount reflected in Block 10 of the award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below stated budget requirements; however, additional funding can not be made available until enacted through public law.			
13. Statutory Authority for Grant: Public Law 110-329			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official David R. Murtaugh Acting Deputy Director Office of State, Local and Tribal Affairs		15. Typed Name and Title of Authorized Official Robert Blecha Director Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date  21 JAN 2009	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD OND10B3SE0910 OND2000000 OC4100	



GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

- OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments” (or, if applicable, OMB Circular A-21 “Cost Principles for Educational Institutions”);
- OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments” (or, if applicable, OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”);
- OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Institutions”;
- “Government-wide Debarment and Suspension (Non procurement),” codified at 21 CFR § 1401 et. seq.;
- “Government-wide Requirements for Drug-Free Workplace (Grants)” (codified at 21 CFR § 1401 et. seq.);
- “New Restrictions on Lobbying” (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, “Audits of State and Local Governments”, must be submitted no later than nine (9) months after the close of the grantee’s audited fiscal year. A copy of the audit report and management letter must be sent to:

EOP/ONDCP
Attention: Michael Reles
GSD/RDF (202) 395-6608
Anacostia Naval Annex
Bldg 410/Door 123
250 Murray Lane, SW
Washington, DC 20509
or:
mreles@ondcp.eop.gov

3. During the award period, grantees are required to submit the Federal Financial Reporting (FFR) report to HHS Division of Payment Management. Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.
4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated April 2006.
2. This award is subject to the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the "HIDTA Program Policy and Budget Guidance."
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the Department of Health and Human Services Division of Payment Management System (www.dpm.psc.gov). Copies of invoices, payroll registers, and canceled checks must accompany the payment confirmation number to provide documentation for the reimbursement request. Request for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.
2. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self- Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Fowler
Division of Payment Management
Department of Health and Human Services
11400 Rockville Pike, Suite 700
Rockville, MD 20852

4. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative purposes. (21 CFR § 1403.21(h)(2)(i) et. seq.)

RECIPIENT ACCEPTANCE OF SPECIAL CONTITIONS

Norman Williams

Typed Name

Chief

Title



(Signature)

7-15-08

Date

**Signature Page
Appendix – H**

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Automated Meter Reading Program

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the capital expenditure for automated meter reading units.

Background: On June 18, 2004, the City Council approved the first phase of the automated meter reading (AMR) units. Since that time, 80,000 AMR units have been placed in service with approximately ten percent being installed with new services and/or new construction projects.

The program has achieved exceptional results. The installations have been completed without incident and the new mobile reading hardware and software have resulted in these units being able to be read on a monthly basis with one hundred percent accuracy. Depending on the route, more than 1,000 AMR units can be read per hour versus walking the routes and reading seventy-five (75) meters per hour. Changing out the old meters also increases revenues by preserving meter accuracy.

Analysis: The result of the installations, thus far, has been the reduction of staff time devoted to meter reading and the ability of staff to stay on schedule. These benefits will multiply when the project is completed. Accelerating the completion of the program allows for more AMR units on existing routes to be replaced and ensures that older units can be changed out due to the expiration of their useful life. Further benefits of an AMR program include, but are not limited to:

- Increased employee and customer safety;
- Improved customer service satisfaction due to more accurate and timely billing;
- Reduced theft and revenue loss due to meter tampering; and
- Improved meter accuracy.

Financial Considerations: Funds for the AMR, CIP W-552, are included in the proposed CIP for 2009 - 2018 for \$1.7 million in 2010. Funding for the project will be provided by Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses efficient infrastructure by helping to keep maintained and optimized public systems.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project; 2) authorize the expenditure; 3) adopt the Resolution; and 4) authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 09-360

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,700,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Automated Meter Reading (AMR) Program (W-552) (the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars (\$1,700,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million seven hundred thousand dollars (\$1,700,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on November 3, 2009.

(Seal)_____

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 633814

(Published in the Wichita Eagle, on November 6, 2009.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,700,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 09-360, duly adopted November 3, 2009, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Automated Meter Reading (AMR) Program (W-552) (called the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars (\$1,700,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,700,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 3, 2009.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City Of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council

SUBJECT: Grant Application - Homeless Assistance Programs

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents and authorize signature on the letter of support for the Continuum of Care Application.

Background: On September 25, 2009, the Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for the 2009 Continuum of Care Homeless Assistance Programs. The NOFA makes funds available for a variety of homeless programs including Permanent Supportive Housing, Transitional Housing, Shelter Plus Care, and the Homeless Management Information System used to track the progress of homeless individuals moving through the Continuum of Care.

The United Way of the Plains has led the community discussion in preparing the Continuum of Care application for the Wichita-Sedgwick County area for the projects listed below. Participants have included the Community Council on Homeless Advocacy (CCHA) and the Housing and Community Services Department.

Transitional Housing. COMCARE is seeking funding to renew their Transitional Housing Project for persons with mental illness and substance abuse disorders. The funding will allow staff to provide supportive services and provide operational funds for the units. Wichita Children's Home is also requesting funds to continue the Bridges Transitional Living Program. Funds will provide case management and counseling for the clients and maintenance, utilities and insurance for the upkeep of the transitional units. United Methodist Open Door is requesting the continuance of their transitional housing programs that assists individuals, families and women and their children who are survivors of domestic violence. Clients will receive advocacy and other supportive services that will assist them to focus on moving towards permanent housing without violence.

Safe Haven. Inter-Faith Ministries provides transitional housing for persons who have a disability. The housing is provided in a low demand environment, and persons can stay up to two years.

Permanent Housing. Inter-Faith Ministries of Wichita, Inc. is applying for the continuation of supportive services and operating costs for Villa North, Villa Central and Villa Courts. Funds will allow Inter-Faith to continue to provide case management, on-call services and life skills assistance to assist formerly homeless persons and the chronically homeless, to maintain their self-sufficiency. United Methodist Open Door is applying for funds to provide permanent supportive housing for persons who are chronic homeless, in partnership with COMCARE.

Shelter Plus Care. The City of Wichita Housing Authority has prepared an application for a one-year renewal of the Shelter Plus Care program to fund 102 renewal housing units for homeless persons with disabilities, including serious mental illness, chronic drug and/or alcohol problems, and/or HIV/AIDS related diseases. This tenant rental assistance program will assist clients and their families in ways that prevent them from living in places not intended for human habitation (e.g. streets) or emergency shelters. Shelter Plus Care funds must be matched by an equal amount in supportive services. Therefore, this program provides a range of supportive services funded by other local sources in response to the needs of the hard to reach homeless population with disabilities.

Analysis: The United Way and the CCHA have worked together to implement the community proposal ranking process, which will be included in the final application that the United Way will submit to HUD on behalf of local proposers, by the November 6, 2009 deadline. Funding for the projects will come directly from HUD, with grant agreements to be executed between HUD and the project sponsors. With the exception of the Shelter Plus Care applications, which are sponsored by the Wichita Housing Authority, HUD will contract directly with agencies which are funded through this SuperNOFA.

The following requests were assembled from agency proposals for the 2009 Continuum of Care funding, which have been reviewed and discussed with the United Way and the CCHA.

COMCARE

- Dual Diagnosis Transitional Housing Program (Renewal) \$279,523
- Transitional Housing Program (Enhancement renewal) \$41,946

Inter-Faith Ministries

- Villa North (Renewal) \$56,420
- Villa Central (Renewal) \$43,050
- Villa Courts (Renewal) \$106,657
- Safe Haven-Ti' Wiconi (Renewal) \$138,197

United Methodist Open Door

- Purchased (Renewal) \$56,238
- Leased (Renewal) \$42,188
- Safety Net (Renewal) \$81,559

United Way of the Plains

- Homeless Information Management System (Renewal) \$86,663

Wichita Children's Home

- Bridges Transitional Housing Program (Renewal) \$102,566

City of Wichita Housing Authority

- Shelter Plus Care (Renewal) \$701,532

The Salvation Army

- Transitional Housing Program (Renewal) \$333,333

Financial Considerations: The Department of Housing and Urban Development (HUD) has announced a preliminary "pro-rata" need for the City of Wichita and Sedgwick County in the amount of \$1,069,597. The 2009 application will exceed this amount, which is allowed when the amount of funds needed to renew existing projects, exceeds the pro rata share. All matching funds required by the projects included in this grant would be provided by the sponsoring agencies, or in the case of Shelter Plus Care, by the partnership agencies. City Council support for the application obligates no funding from the City of Wichita.

Goal Impact: Supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the submission of Shelter Plus Care Grant application and authorize the necessary signatures on the application and subsequent contract award documents and authorize signature on the letter of support for the Continuum of Care Application.

Attachments: Letter of support for the application

November 3, 2009

U. S. Department of Housing and Urban Development
Robert C. Weaver Building
451 Seventh Street, SW
Room 7270
Washington, DC 20410

Subject: Continuum of Care Homeless Assistance Programs

To Whom It May Concern:

On behalf of the citizens of Wichita, I wish to express my support for the Continuum of Care Homeless Assistance Program application prepared and submitted by homeless service providers in our community. The Wichita City Council voted to support this year's application during its November 3, 2009 meeting.

The City of Wichita has a longstanding partnership with the local providers, and addressing the needs of the homeless is one of the priorities established in our 2009-2013 Consolidated Plan.

Your favorable consideration of the Wichita Continuum of Care Homeless Assistance Program application will be sincerely appreciated and will enable this community to continue its ongoing efforts to assist this segment of our population at their time of need.

Sincerely,

Carl Brewer
Mayor

**City of Wichita
City Council Meeting
November 3, 2009**

To: Mayor and City Council

Subject: Internet Crimes Against Children (ICAC) Grant and Interlocal Agreement

Initiated by: Wichita Police Department

Agenda: Consent

Recommendation: Approve the continuation grant and Interlocal Agreement.

Background: The City of Wichita Police Department, Sedgwick County Sheriff's Office and State Department of Social and Rehabilitation Services (SRS) have jointly operated an Exploited and Missing Child Unit (EMCU) since the mid 1980's. The mission of the unit is to investigate cases of missing and/or abused children, to identify offenders and to collect evidence for the prosecution of violators, all with the least amount of trauma to the child victims. The EMCU operation is based on a Memorandum of Understanding signed by the participating parties.

Analysis: Since 2002, the U.S. Department of Justice, Office of Juvenile Justice Programs (OJJ) has awarded an Internet Crimes Against Children (ICAC) grant to the Exploited and Missing Child Unit (EMCU). The grant is administered by Sedgwick County and provides funding for one Sheriff's Office detective and one Wichita Police Department detective assigned to the Exploited and Missing Child Unit (EMCU), and also vehicle, travel/training, equipment and supplies costs. The City of Wichita's portion of the 2009 Internet Crimes Against Children (ICAC) grant award is \$121,760 for salary/benefits for one detective position and associated vehicle costs.

Financial Considerations: Sedgwick County will reimburse the City of Wichita for salary and benefit costs for a Police detective position and related vehicle fleet costs, not to exceed \$121,760 for an 18-month period ending June 30, 2010. No local grant match is required.

Goal Impact: Provide a Safe and Secure community by funding a position for the Exploited and Missing Child Unit and helping to educate and ensure the safety of children in our community.

Legal Considerations: The Interlocal Agreement has been reviewed and approved as to form by the Law Department and is attached.

Recommendations/Actions: It is recommended that the City Council approve the Internet Crimes Against Children (ICAC) Grant in the amount of \$121,760 and the Interlocal Agreement between the City of Wichita and Sedgwick County and authorize the necessary signatures.

Attachments: Interlocal Agreement between the City of Wichita and Sedgwick County.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WICHITA, KANSAS AND SEDGWICK COUNTY,
KANSAS**

2009 Kansas Internet Crimes Against Children (ICAC) Task Force Award

This Agreement is made and entered into this ____ day of _____, 2009, by and between Sedgwick County, Kansas, hereinafter referred to as COUNTY, and the CITY of Wichita, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas.

Witnesseth:

WHEREAS, this Agreement is made under the authority of K.S.A. 12-2908, which authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking that each is authorized by law to perform; and

WHEREAS, COUNTY is the recipient of a grant award from the United States Department of Justice for funding the Internet Crimes Against Children (ICAC) program operated by the Exploited and Missing Children's Unit (EMCU); and

WHEREAS, included in the award budget is a City of Wichita Police Department detective salary and benefits totaling \$121,760.00; and

WHEREAS, the COUNTY agrees to provide the CITY \$121,760.00 from the ICAC award to cover staff as identified the grant application budget excerpt (Attachment A); and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the ICAC funds; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$ 121,760.00 of ICAC funds.

Section 2.

CITY agrees to use \$ 121,760.00 for the staff costs related to the Internet Crimes Against Children Project until 6-30-2010.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF WICHITA, KANSAS

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

GARY REBENSTORF, City Attorney

SEDGWICK COUNTY, KANSAS

KELLY PARKS, Chairman
Commissioner, 4th District

ATTEST:

KELLY ARNOLD, County Clerk

APPROVE AS TO FORM:

OFFICE OF COUNTY COUNSELOR

City of Wichita
City Council Meeting
November 3, 2009

TO: Mayor and City Council Members

SUBJECT: 2009 Bulletproof Vest Partnership Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the receipt of funds.

Background: The Department of Justice has awarded the City of Wichita \$6,277.15 under the 2009 Bulletproof Vest Partnership (BVP) grant. The BVP provides funds for law enforcement agencies to purchase bulletproof vests in an effort to reduce injury and death to law enforcement officers.

Analysis: National Institute of Justice approved vests purchased by the Wichita Police Department will be eligible for reimbursement of up to 50%. This is the eighth year the City has been awarded these grant funds. The funding will be used to purchase additional vests for police officers.

Financial Considerations: The City of Wichita has been awarded \$6,277.15 for the purchase of bulletproof vests. This funding will help the Wichita Police Department make efficient use of limited financial resources.

Goal Impact: Provide a Safe and Secure Community by ensuring Wichita Police Officers have adequate safety equipment to perform their job duties.

Legal Considerations: None.

Recommendations/Actions: It is recommended the City Council approve the receipt of grant funds in the amount of \$6,277.15 from the Department of Justice 2009 Bulletproof Vest Partnership.

**City of Wichita
City Council Meeting
November 3, 2009**

TO: Mayor and City Council

SUBJECT: 2010-2011 Kansas Impaired Driving Deterrence Program

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: Since 2003, the Wichita Police Department has participated in the Kansas Department of Transportation's Impaired Driving Deterrence Program, which provides overtime pay for officers enforcing DUI laws. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of driving impaired. It emphasizes DUI enforcement coupled with a public education and awareness component designed to deter impaired driving. The enforcement aspect of the program requires the utilization of two sobriety checkpoints and six saturation patrols in the course of each program year. The grant application has already been signed by the City Manager and submitted in order to meet the deadline of September 30, 2009, pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant.

Analysis: The Wichita Police Department has a comprehensive traffic safety plan that was implemented in conjunction with the reorganization of the Traffic Section that began in 2001. Participation in the Impaired Driving Deterrence Program will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated DUI enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and deter impaired driving. The grant also includes funding for the purchase of necessary commodities to support the enforcement efforts.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing DUI checkpoints and saturation patrols and commodities purchased for the program. The grant application includes total funding of \$18,559 for the two program years. No local match is required.

Goal Impact: Provide a safe and secure community by placing an emphasis on eliminating alcohol related traffic accidents in our community.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council review and ratify the grant application.

Attachments: Copy of completed application.

Application for Impaired Driving Deterrence Program (IDDP) Grant

Kansas Department of Transportation, Bureau of Traffic Safety
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

Wichita Police Department

1. Name of Applicant Agency

455 N. Main Wichita 67202
2. Mailing Address 3. City 4. Zip Code

Same

5. Street Address, if Post Office Box entered above

Robert Layton, City Manager

6. Person duly authorized to commit the city or county to contracts

Norman Williams, Police Chief

7. Name of Agency Head

316-268-4158

8. Agency Head Phone #

316-858-7704

9. Agency Head FAX #

nwiliams@wichita.gov

10. Agency Head E-mail Address

Lt. Gavin Seiler

11. Name of Project Contact Person

316-268-4144 N/A

12. Contact phone 13. Cell Phone

316-268-4105

14. Contact Person Fax #

nwiliams@wichita.gov

15. Contact person E-Mail Address

Reimbursement Arrangements

16. Desired reimbursement method: _____ Direct Deposit
*(if direct deposit, see instructions below) X Printed check

17. Reimbursement checks should be made payable to:

Wichita Police Department

18. Reimbursement checks will be mailed to the address above unless a different one is entered below. Also any financial contact person for the grant is listed below.

Use address above.

19. Federal Employee ID No. (FEIN): 48-6000653

*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603.
Phone: (785) 296-3205, FAX: (785) 296-7927

KDOT AWARD INFORMATION

Length of Contract:	This Year: 10/1/2009	9/30/2010
	Full Period: 10/1/2009	9/30/2011
KDOT Assigned Project No:	AL-9096-10	
KDOT Assigned Funding Source:	Section 163 Funds	
KDOT Assigned Local Benefit %:	100% Local Benefit	

CPMS Prefix: K

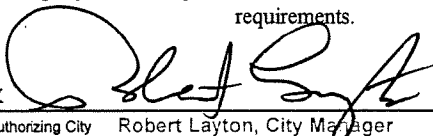
Vendor ID:

Approved Budget (From Page 2)

Expense	FY 2010	FY 2011
Personnel Services	\$ 8,674.80	\$ 8,925.00
Commodities	\$ 480.00	\$ 480.00
Grant Amount.....	\$ 9,154.80	\$ 9,405.00

Required Applicant Signatures

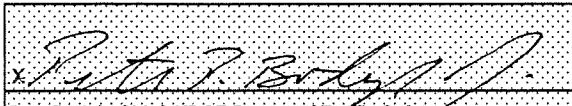
I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

X 
Authorizing City Robert Layton, City Manager Date
or County Official

X  9-25-09
LE Agency Head: Norman Williams, Police Chief Date

KDOT Approval

I approve of contract, as presently outlined by this document, the Highway Safety Program Agreement of which it is now a part, and other attachments to said Agreement.

X 
Pete Bodyk, Chief, KDOT Bureau of Traffic Safety

Application for Impaired Driving Deterrence Program Grant

Kansas Department of Transportation, Bureau of Traffic Safety
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

Proposed Budget & Schedule of IDDP Activities

October 1, 2009 thru September 30, 2010

Wichita Police Department

(1) Mobilization	(2) Day and Date (Question 24)	(3) Duration in Hours	(4) No. of Officers	(5) No. of Supv.	(6) Officer Wages (3 x 4 x Q21c)	(7) Supv Wages (3 x 5 x Q22c)	(8) Total Wages (6 + 7)
Saturation Patrol 1	Wednesday, November 25, 2009	4.0	4	1	\$612.00	\$204.60	\$816.60
Saturation Patrol 2	Saturday, January 02, 2010	4.0	4	1	\$612.00	\$204.60	\$816.60
Saturation Patrol 3	Tuesday, March 16, 2010	4.0	4	1	\$612.00	\$204.60	\$816.60
Saturation Patrol 4	Saturday, March 20, 2010	4.0	4	1	\$612.00	\$204.60	\$816.60
Saturation Patrol 5	Friday, May 07, 2010	4.0	4	1	\$612.00	\$204.60	\$816.60
Saturation Patrol 6	Friday, July 23, 2010	4.0	4	1	\$612.00	\$204.60	\$816.60
Sobriety Checkpoint 1	Friday, July 02, 2010	4.0	11	1	\$1,683.00	\$204.60	\$1,887.60
Sobriety Checkpoint 2	Friday, July 23, 2010	4.0	11	1	\$1,683.00	\$204.60	\$1,887.60
			46	Overtime Pay Total.....			
							\$8,674.80

Overtime Rates for Col 6 & 7			
	(A) Base	(B) Overtime	(C) Overtime
Staff	Hrly Pay	Multiplier	Pay Amt
Q 21) Officers	\$25.50	150%	\$38.25
Q 22) Supv	\$34.10	150%	\$51.15
Pop. Group			3

COMMODITIES (Question 23)	
Description, Units Needed, and Unit Cost Info	Total Cost
1-CMI Intoxilyzer SD5	\$390.00
500-CMI intoxilyzer SD5 mouth pieces	\$90.00
-	\$0.00
-	\$0.00
Commodities Total.....	\$480.00

Total Proposed Budget, FY 2010..... **\$9,154.80**

FY 2011 Budget Information, If Applicable

	Officers	Supervisors
Maximum working hours for all staff in all activities.....	184	32
Overtime rates from Column C of Insert below.....	\$39.38	\$52.50
Maximum overtime pay.....	\$7,245.00	\$1,680.00
Overtime Pay Total.....	\$8,925.00	

Overtime Rates for Year 2			
	(A) Base	(B) Overtime	(C) Overtime
Staff	Hrly Pay	Multiplier	Pay Amt
Q 25) Officers	\$26.25	150%	\$39.38
Q 26) Supv.	\$35.00	150%	\$52.50

COMMODITIES (Question 27)	
Description, Units Needed, and Unit Cost Info	Total Cost
1-CMI Intoxilyzer SD5	\$390.00
500-CMI intoxilyzer SD5 mouth pieces	\$90.00
-	\$0.00
-	\$0.00
Commodities Total.....	\$480.00

Total Proposed Budget, FY 2011..... **\$9,405.00**

Second Reading Ordinances for November 3, 2009 (first read on September 15, 2009)

Revisions to Storm Water Pollution Ordinance.

ORDINANCE NO. 48-429

An ordinance pertaining to the storm water management and pollution prevention code of the city of Wichita, Kansas; amending sections 16.32.010, 16.32.080, 16.32.100, 16.32.110, 16.32.120 and 16.32.130; creating new sections 16.32.091, 16.32.092, 16.32.093, 16.32.094, and 16.32.095; 16.32.096; 16.32.097; and 16.32.098; repealing the originals of sections 16.32.010, 16.32.080, 16.32.100, 16.32.110, 16.32.120, and 16.32.130.

Second Reading Ordinances for November 3, 2009 (first read on October 20, 2009)

Proposed amendments to Chapters 3.11, 3.30, and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events.

ORDINANCE NO. 48-548

An ordinance amending sections 3.11.020, 3.11.065, 3.11.150, 3.11.155, 3.30.050, 3.30.080, 4.04.040, 4.04.045, 4.12.195 and 4.16.120 and creating section 3.30.180 of the code of the City of Wichita, Kansas, pertaining to Entertainment Establishments and Community Events and repealing the originals of Sections 3.11.020, 3.11.065, 3.11.150, 3.11.155, 3.30.080, 4.04.040, 4.04.045, and 4.16.120 of the code of the city of Wichita, Kansas.

Public Hearing on Proposed Assessments for Twenty two (22) Water Projects; Twenty two (22) Sewer Projects, and Fourteen (14) Storm Sewer Projects in February 2010 Bond Sale Series 800.

(Districts II, III, IV, V, and VI)

(470-062/448-89851)

ORDINANCE NO. 48-441

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-89851, TO SERVE HARVEST RIDGE ADDITION, (West of Maize, South of 31st Street South).

(470-068/448-90293)

ORDINANCE NO. 48-442

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90293, TO SERVE STONEBRIDGE 2ND ADDITION, (West of 159th Street East, North of 13th).

(470-051/448-90308)

ORDINANCE NO. 48-443

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90308, TO SERVE UNPLATTED TRACTS, (Along Hoover, between 23rd St. North & 25th St. North).

(470-050/448-90309)

ORDINANCE NO. 48-444

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90309, TO SERVE LOVEALL ADDITION & UNPLATTED TRACTS, (South of 47th Street South, along West Street).

(470-065/448-90311)

ORDINANCE NO. 48-445

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90311, TO SERVE EDGE WATER ADDITION, UNPLATTED TRACTS 'A' & 'B', (South of 45th Street North, West of Hoover).

(470-066/448-90312)

ORDINANCE NO. 48446

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90312, TO SERVE EDGE WATER ADDITION, UNPLATTED TRACTS 'A' & 'B', (South of 45th Street North, West of Hoover).

(470-064/448-90313)

ORDINANCE NO. 48-447

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90313, TO SERVE EDGE WATER ADDITION, (South of 45th Street North, West of Hoover).

(470-096/448-90330)

ORDINANCE NO. 48-448

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90330, TO SERVE CRYSTAL GARDENS ADDITION, (North of 13th, East of 135th Street West).

(470-083/448-90333)

ORDINANCE NO. 48-449

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90333, TO SERVE WEBB BUSINESS PARK ADDITION, (North of 37th Street North, West of Webb).

(470-091/448-90348)

ORDINANCE NO. 48-450

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90348, TO SERVE CEDAR VIEW VILLAGE ADDITION, (East of Greenwich, South of Kellogg).

(470-084/448-90356)

ORDINANCE NO. 48-451

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90356, TO SERVE THE MOORINGS 10TH ADDITION, (South of 53rd St. North, West of Meridian).

(470-077/448-90360)

ORDINANCE NO. 48-452

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90360, TO SERVE CAMBRIA ADDITION, (East of 143rd St. East, North of Pawnee).

(470-078/448-90361)

ORDINANCE NO. 48-453

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90361, TO SERVE CAMBRIA ADDITION, (East of 143rd St. East, North of Pawnee).

(470-085/448-90362)

ORDINANCE NO. 48-454

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90362, TO SERVE AIRPORT INDUSTRIAL ADDITION, (East of Ridge, South of Kellogg).

(470-081/448-90363)

ORDINANCE NO. 48-455

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90363, TO SERVE WOODS NORTH ADDITION, (South of 29th St. North, West of 127th St. East).

(470-080/448-90368)

ORDINANCE NO. 48-456

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90368, TO SERVE BRENTWOOD SOUTH 3RD ADDITION, (East of Webb, North of Pawnee).

(470-088/448-90371)

ORDINANCE NO. 48-457

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90371, TO SERVE SIERRA HILLS ADDITION, (East of 127th St. East, North of Pawnee).

(470-089/448-90372)

ORDINANCE NO. 48-458

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90372, TO SERVE PRAIRIE POND PLAZA 2ND ADDITION, (North of Kellogg, East of 143rd St. East).

(470-095/448-90377)

ORDINANCE NO. 48-459

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90377, TO SERVE HIGH POINT WEST ADDITION, (East of 151st St. West, South of Maple).

(470-101/448-90392)

ORDINANCE NO. 48-460

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90392, TO SERVE WHEATRIDGE ADDITION, (North of Kellogg, West of 119th St. West).

(470-097/448-90397)

ORDINANCE NO. 48-461

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448- 90397, TO SERVE DAVE WATERS & HALE ADDITIONS & UNPLATTED TRACTS, (East of Hydraulic, South of 63rd St. South).

(470-105/448-90405)

ORDINANCE NO. 48-462

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90405, TO SERVE VILLAGE AT GREENWICH ADDITION, (North of 21st, East of Greenwich).

(947/468-83661)

ORDINANCE NO. 48-463

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 3, MAIN 5, COWSKIN INTERCEPTOR SEWER, (West of Maize, South of 31st St. South).

(480-913/468-84025)

ORDINANCE NO. 48-464

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of MAIN 7, COWSKIN INTERCEPTOR SEWER, (North of MacArthur, West of Maize).

(480-920/468-84170)

ORDINANCE NO. 48-465

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 7, MAIN 4, NORTHWEST INTERCEPTOR SEWER, (East of 151st St. West, North of 13th).

(480-967/468-84244)

ORDINANCE NO. 48-466

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 11, MAIN 4, NORTHWEST INTERCEPTOR SEWER, (North of 13th St. North, West of 135th St. West).

(480-968/468-84245)

ORDINANCE NO. 48-467

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 12, MAIN 4, NORTHWEST INTERCEPTOR SEWER, (North of 13th St. North, West of 135th St. West).

(480-948/468-84284)

ORDINANCE NO. 48-468

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 43, SUBMAIN 21, SANITARY SEWER NO. 22, (South of 37th St. North, East of Meridian).

(480-911/468-84309)

ORDINANCE NO. 48-469

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 1, MAIN 7, COWSKIN INTERCEPTOR SEWER, (North of MacArthur, West of Maize).

(480-912/468-84310)

ORDINANCE NO. 48-470

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 2, MAIN 7, COWSKIN INTERCEPTOR SEWER, (North of MacArthur, West of Maize).

(480-949/468-84365)

ORDINANCE NO. 48-471

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 1, MAIN 24, SOUTHWEST INTERCEPTOR SEWER, (South of 45th St. North, West of Hoover).

(480-929/468-84380)

ORDINANCE NO. 48-472

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of RELOCATION OF PART OF MAIN D, SANITARY SEWER NO. 1, (West of Mosley, North of 9th).

(480-952/468-84405)

ORDINANCE NO. 48-473

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 170, SANITARY SEWER 22, (East of Sheridan, South of May).

(480-976/468-84424)

ORDINANCE NO. 48-474

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 10, MAIN 5, NORTHWEST INTERCEPTOR SEWER, (North of 13th, East of 135th St. West).

(480-970/468-84462)

ORDINANCE NO. 48-475

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 408, FOUR MILE CREEK SEWER, (East of Greenwich, South of Kellogg).

(480-965/468-84467)

ORDINANCE NO. 48-476

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita,

Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 14, MAIN 15, SANITARY SEWER NO. 23, (South of 53rd St. North, West of Meridian).

(480-960/468-84480)

ORDINANCE NO. 48-477

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 1, MAIN 21, FOUR MILE CREEK SEWER, (East of 143rd St. East, North of Pawnee).

(480-963/468-84485)

ORDINANCE NO. 48-478

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 1, MAIN 26, FOUR MILE CREEK SEWER & MAIN 26, FOUR MILE CREEK SEWER, (South of 29th St. North, West of 127th St. East).

(480-962/468-84492)

ORDINANCE NO. 48-479

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 409, FOUR MILE CREEK SEWER, (East of Webb, North of Pawnee).

(480-969/468-84499)

ORDINANCE NO. 48-480

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 412, FOUR

MILE CREEK SEWER, (East of 127th St. East, North of Pawnee).

(480-975/468-84500)

ORDINANCE NO. 48-481

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 58, COWSKIN INTERCEPTOR SEWER, (East of 151st St. West, South of Maple).

(480-977/468-84512)

ORDINANCE NO. 48-482

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 413, FOUR MILE CREEK SEWER, (South of 13th, East of Greenwich).

(480-979/468-84529)

ORDINANCE NO. 48-483

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 52, MAIN 7, SANITARY SEWER NO. 23, (East of Rock, North of 29th St. North).

(480-985/468-84545)

ORDINANCE NO. 48-484

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 167, WAR INDUSTRIES SEWER, (North of 21st , East of Greenwich).

Public Hearing on Proposed assessments for Forty six (46) Paving Projects in February, 2010
Bond Sale Series 800.

(490-158/472-83094)

ORDINANCE NO. 48-499

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A LEFT TURN LANE ON GREENWICH, (South of 13th, East of Greenwich).

(490-159/472-83457)

ORDINANCE NO. 48-500

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON ACCEL-DECEL LANE ON GREENWICH, (South of 13th, West of Greenwich).

(490-189/472-83774)

ORDINANCE NO. 48-501

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING 26TH STREET NORTH & SIDEWALK, (North of 26th Street North, West of Grove).

(490-233/472-83806)

ORDINANCE NO. 48-502

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING

PAVEMENT ON HOLLYWOOD, 35TH STREET S., SHEFFORD, HOLLYWOOD CT. & SIDEWALK, (West of Maize, South of 31st Street South).

(490-064/472-83962)

ORDINANCE NO. 48-503

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A TWO LANE FRONTAGE ROAD ON KELLOGG, (North of Kellogg, West of 135th Street West).

(490-118/472-84084)

ORDINANCE NO. 48-504

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING LOCH LOMOND/AYESBURY, BOXTHORN, LOCH LOMOND COURTS INCLUDING THE CUL-DE-SACS, (North of 21st, East of 127th Street East).

(490-188/472-84265)

ORDINANCE NO. 48-505

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON MARBLEFALLS, LANNERS, SAKER & SAKER CIRCLE, INCLUDING CUL-DE-SAC & SIDEWALK, (North of 45th Street North, West of Hillside).

(490-116/472-84291)

ORDINANCE NO. 48-506

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING

PAVEMENT ON FAWNWOOD, FAWNWOOD CT., VALLEY HI CIR., VALLEY HI ROAD, CUL-DE-SAC & SIDEWALK, (South of Maple, East of 151st Street West).

(490-190/472-84292)

ORDINANCE NO. 48-507

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON FAWNWOOD, VALLEY HI RD., HAYDEN, VALLEY HI CT., MCCORMICK CIR., INCLUDING THE CUL-DE-SAC & SIDEWALK, (South of Maple, East of 151st Street West).

(490-224/472-84351)

ORDINANCE NO. 48-508

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTION PAVEMENT ON LAGUNA/GLEN WOOD, SIERRA HILLS, GLEN WOOD CT., LAGUNA CIR., GILBERT CT., GILBERT, INCLUDING CUL-DE-SAC, (South of Kellogg, East of 127th Street East).

(490-169/472-84397)

ORDINANCE NO. 48-509

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON BLACKSTONE, BLACKSTONE CT., PRICE, OBSIDIAN, OBSIDIAN CT., INCLUDING CUL-DE-SAC & SIDEWALK, (East of 151st Street West, North of 13th).

(490-178/472-84400)

ORDINANCE NO. 48-510

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING ASPHALT MAT ON 13TH STREET NORTH, (East of 151st Street West, North of 13th).

(490-177/472-84437)

ORDINANCE NO. 48-511

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON ALTA, (West of Hydraulic, South of MacArthur).

(490-171/472-84441)

ORDINANCE NO. 48-512

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON LAKE RIDGE, CANDLEWOOD CIRCLE INCLUDING THE CUL-DE-SAC AND SIDEWALK, (East of Tyler, North of 37th Street North).

(490-133/472-84449)

ORDINANCE NO. 48-513

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 19TH STREET NORTH, CHATEAU PARKWAY, (South of 21st, West of Greenwich).

(490-134/472-84454)

ORDINANCE NO. 48-514

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING

PAVEMENT ON 10TH STREET, (South of 13th, West of McLean).

(490-193/472-84481)

ORDINANCE NO. 48-515

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON MANLO, 34TH STREET NORTH, SEDGWICK, (South of 37th Street North, East of Meridian).

(490-229/472-84482)

ORDINANCE NO. 48-516

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON MANLO & 34TH STREET NORTH, (South of 37th Street North, East of Meridian).

(490-153/472-84502)

ORDINANCE NO. 48-517

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON GRAND MERE CT., (North of Kellogg, West of 159th Street East).

(490-172/472-84540)

ORDINANCE NO. 48-518

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 55TH STREET SOUTH, MEADOWVIEW, MAYWOOD, SHOFFNER, ELMHURST CIR., MEADOWVIEW CT., INCLUDING CUL-DE-SAC & SIDEWALK, (North of 55th Street South, West of Clifton).

(490-157/472-84544)

ORDINANCE NO. 48-519

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT KENTUCKY LANE, PRICE, HUNTERS VIEW, AUTUMN RIDGE, THOROUGHbred, THOROUGHbred CT., INCLUDING THE CUL-DE-SAC, (North of 13th, West of 135th Street West).

(490-167/472-84545)

ORDINANCE NO. 48-520

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 51ST STREET NORTH, (West line of Athenian to the East line of Meridian).

(490-160/472-84546)

ORDINANCE NO. 48-521

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A TRAFFIC SIGNAL ON GREENWICH ROAD, (At Greenwich, South of 13th).

(490-168/472-84551)

ORDINANCE NO. 48-522

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTION PAVEMENT ON 51ST STREET NORTH, (West line of Athenian to the East line of Delaware).

(490-180/472-84557)

ORDINANCE NO. 48-523

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON CHERRY CREEK, CHERRY CREEK CT. INCLUDING THE CUL-DE-SAC, (North of Pawnee, West of 127th Street East).

(490-174/472-84559)

ORDINANCE NO. 48-524

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 43RD STREET SOUTH, (East line of Dodge Avenue to the West line of Seneca Street).

(490-175/472-84570)

ORDINANCE NO. 48-525

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON BAEHR, (South of Central, West of West Street).

(491-024/472-84574)

ORDINANCE NO. 48-526

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of FACADE AT 571-577 WEST DOUGLAS, (South of Douglas, West of Mclean).

(490-181/472-84575)

ORDINANCE NO. 48-527

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON BAEHR, (South line of Central to the South line of Newell).

(490-194/472-84582)

ORDINANCE NO. 48-528

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON DRIFTWOOD, CIMARRON, KOLLMAYER, RIDGE PORT, KOLLMAYER

CT, DRIFTWOOD CT. INCLUDING CUL-DE-SAC & SIDEWALK, (South of 45th Street North, West of Hoover).

(490-242/472-84587)

ORDINANCE NO. 48-529

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 45TH STREET NORTH & UNPLATTED TRACTS, (South of 45th Street North, West of Hoover).

(490-243/472-84588)

ORDINANCE NO. 48-530

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 45TH STREET NORTH & UNPLATTED TRACTS, (South of 45th Street North, West of Hoover).

(490-183/472-84591)

ORDINANCE NO. 48-531

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON GRAYSTONE, TERHUNE, RIDGEHURST, RIDGEHURST CT. INCLUDING CUL-DE-SAC AND SIDEWALK, (North of 13th, West of 159th Street East).

(490-182/472-84594)

ORDINANCE NO. 48-532

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON RIDGEHURST INCLUDING SIDEWALK, (North of 13th, West of 159th Street East).

(490-238/472-84606)

ORDINANCE NO. 48-533

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON N. LIBERTY STREET, W. HUNTERS VIEW STREET, W. NANTUCKET STREET, INCLUDING CUL-DE-SAC, (North of 13th, East of 135th Street West).

(490-215/472-84611)

ORDINANCE NO. 48-534

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON TOBEN STREET, 40TH STREET NORTH, (North of 37th Street North, West of Webb).

(490-231/472-84649)

ORDINANCE NO. 48-535

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON JEANETTE AND INCLUDING THE TEMPORARY CUL-DE-SAC, (East of Hood, South of 29th Street North).

(490-211/472-84650)

ORDINANCE NO. 48-536

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON CAMBRIA/ WELSH, CELTIC, AND WELCH, (East of 143rd Street East, North of Pawnee).

(490-213/472-84651)

ORDINANCE NO. 48-537

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTED PAVEMENT ON WOODRIDGE, WOODSPRING, GARNETT, WOODBRIDGE CT., INCLUDING THE CUL-DE-SAC AND SIDEWALK, (South of 29th Street North, West of 127th Street East).

(490-214/472-84653)

ORDINANCE NO. 48-538

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita,

Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 127TH STREET EAST, (South of 29th Street North, West of 127th Street East).

(490-212/472-84656)

ORDINANCE NO. 48-539

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON GOEBEL CIRCLE AND INCLUDING THE CUL-DE-SAC, (East of Webb, North of Pawnee).

(490-226/472-84688)

ORDINANCE NO. 48-540

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A LEFT TURN LANE ON 13TH ST, (North of 13th, West of Webb).

(490-227/472-84689)

ORDINANCE NO. 48-541

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A LEFT TURN LANE ON WEBB, (North of 13th, West of Webb).

(490-222/472-84690)

ORDINANCE NO. 48-542

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON CHERRY CREEK CT AND INCLUDING CUL-DE-SAC, (East of 127th Street East, North of Pawnee).

(490-232/472-84715)

ORDINANCE NO. 48-543

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of INSTALLING PERIOD STREET LIGHTING ALONG DOUGLAS, (Along Douglas from Dellrose to Glendale).

(490-235/472-84729)

ORDINANCE NO. 48-544

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTION TO INSTALL PERIOD STREETLIGHTING ALONG DOUGLAS, (Douglas & Oliver Intersection).

Second Reading Ordinances for November 3, 2009 (first read on October 27, 2009)

ZON2009-00026 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) with a Protective Overlay (“PO”); generally located east of Seneca Street on the south side of 53rd Street North. (District VI)

ORDINANCE NO. 48-549

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

ZON2009-00028 – City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) for auto service; generally located north of MacArthur Road and east of Broadway Street. (District III)

ORDINANCE NO. 48-550

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

Sidewalk Repair and Sidewalk Cleaning Assessment Programs. (District I, II, III, IV, VI)

ORDINANCE NO. 48-552

An ordinance making a special assessment to pay for the improvement of and providing a tax levy for the cost of construction of sidewalks in the city of Wichita, Kansas.

ORDINANCE NO. 48-553

An ordinance making a special assessment to provide a tax levy for the cost of sidewalk cleaning in the city of Wichita, Kansas.